

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION REGULAR MEETING AGENDA

Jarvis Hall

4505 Ocean Drive

Tuesday, December 08, 2015

7:00 PM

- 1. CALL TO ORDER, MAYOR SCOT SASSER**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. INVOCATION - Pauline Brooks McGuinness (Respresenting the Bahai' Faith)**
- 4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
- 5. PRESENTATIONS**
- 6. PUBLIC COMMENTS**
- 7. PUBLIC SAFETY DISCUSSION**
 - a. AMR November 2015 Report (Chief Brooke Liddle)
 - b. BSO November 2015 Report (Captain Fred Wood)
- 8. TOWN MANAGER REPORT**
 - a. Town Manager Report (Connie Hoffmann Town Manager)
- 9. TOWN ATTORNEY REPORT**
- 10. APPROVAL OF MINUTES**
 - a. November 10, 2015 Town Commission Meeting Minutes (Tedra Smith)
- 11. CONSENT AGENDA**
 - a. Special Event Application from Beachside Village Resort for the Patriots Pre & Post Game Gathering and Transportation proposed for Sunday, January 3,

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2016 (Bud Bentley, Assistant Town Manager)

- b. Special Event Application for A1A Half Marathon proposed for Sunday, February 14, 2016 (Bud Bentley, Assistant Town Manager)
- c. Reduced Hours on Christmas Eve (Connie Hoffmann Town Manager)
- d. Cancellation of the December 22, 2015 Town Commission Meeting (Connie Hoffmann Town Manager)
- e. Authorize the Town Manager to Select Legal Representation to Collect Moneys Owed the Town by Progressive Waste Solutions. (Bud Bentley, Assistant Town Manager)
- f. Ranking of Proposals for IT Support Services (Tony Bryan Finance Director)

12. OLD BUSINESS

- a. Process for involving citizens to help plan the future of the Town. (Connie Hoffmann Town Manager)
- b. Vote on Ballot Question for the November 2016 Ballot (Commissioner Stuart Dodd)
- c. Public Hearing on the Acquisition of Real Estate at 4410 Bougainvilla Drive, Majestica Apartments (Bud Bentley, Assistant Town Manager)
- d. Town Manager's Salary Review (Commissioner Stuart Dodd)

13. NEW BUSINESS

- a. Discussion Regarding Duplex Properties (Linda Connors, Director of Development Services)

14. COMMISSIONER COMMENTS

15. ORDINANCES – PUBLIC COMMENTS

- a. Ordinances 1st Reading
 - i. ORDINANCE 2015-17
AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND WATERWAYS" BY AMENDING SECTION 5-1, "DEFINITIONS" TO CLARIFY THE DEFINITION

OF WATERCRAFT; AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES, BY AMENDING SECTION 30-11, "DEFINITIONS", TO PROVIDE DEFINITIONS RELATED TO MARINA USES; BY AMENDING DIVISION 2, "DISTRICTS" OF ARTICLE V, "ZONING", TO RENAME SUBDIVISION G, "BUSINESS ZONING DISTRICT REGULATIONS" TO "B-1-A DISTRICT REGULATIONS", TO DELETE SECTION 30-260 TO ELIMINATE DUPLICATION, TO AMEND SECTION 30-261, "B-1-A DISTRICT – BUSINESS" TO REORGANIZE REQUIREMENTS FOR CONDITIONAL USES, AND TO AMEND SECTION 30-271, "B-1 DISTRICT – BUSINESS" TO CORRECT REFERENCES AND PROVIDE FOR PERMITTED USE OF MARINAS, IDENTIFY SPECIFIC REQUIREMENTS FOR MARINA USES, AND REORGANIZE REQUIREMENTS FOR CONDITIONAL USES; BY AMENDING SECTION 30-311, "BOATS, BOAT LIFTS, BOATHOUSES AND ANCHORAGE," TO AMEND AND CLARIFY THE REQUIREMENTS FOR DOCKING AND MOORING OF WATERCRAFT AND PROVIDE A PROCESS AND REQUIREMENTS FOR THE DESIGNATION OF MARINA MOORING AREAS; BY AMENDING SECTION 30-318, "MINIMUM PARKING REQUIREMENTS" TO MODIFY PARKING REQUIREMENTS FOR MARINAS IN A YACHT BASINS. (Linda Connors, Development Services Director)

b. Ordinances 2nd Reading

- i. Ordinance 2015-21 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE SEA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE VIII, SIGN REGULATIONS, TO AMEND THE LEGISLATIVE FINDINGS, REGULATIONS AND PROHIBITIONS APPLICABLE TO SIGNAGE, REVISE SIGN REQUIREMENTS AND STANDARDS, SIGN REGULATIONS BY SIGN TYPE AND BY ZONING DISTRICT, AND DEFINITIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Linda Connors Development Services Director)**
- ii. Ordinance 2015-22 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", SECTION 2-17, "MEETING TO SEAT NEW MEMBERS" OF THE TOWN CODE OF ORDINANCES TO MODIFY THE TIME FOR NEWLY ELECTED OFFICIALS TO ASSUME THE DUTIES OF ELECTED OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. (Susan Trevarthen Town Attorney)**

16. RESOLUTIONS – PUBLIC COMMENTS

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- a. Resolution 2015-50 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE BROWARD COUNTY SEGMENT II SHORE PROTECTION PROJECT; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE. (Connie Hoffmann Town Manager)
- b. RESOLUTION 2015-51 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROCEDURE FOR A RELEASE OF UNPAID LIENS; PROVIDING AUTHORIZATION TO THE TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)
- c. RESOLUTION 2015-52 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, UPDATING THE DEVELOPMENT REVIEW FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE (Linda Connors, Development Services Director)
- d. Resolution 2015-53 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE APPOINTMENT OF PLANNING AND ZONING BOARD MEMBERS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (Connie Hoffmann Town Manager)

17. QUASI JUDICIAL PUBLIC HEARINGS

18. ADJOURNMENT

19. FUTURE REGULAR COMMISSION AGENDA ITEMS

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO INSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

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The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution, at the far right end of the dais.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

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Agenda Memorandum

AMR

Department

Chief Brooke Liddle

COMMISSION MEETING DATE: December 8, 2015

- | | | | |
|--|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: AMR EMS Report

EXPLANATION: Response Times for November 2015

Date	Location	Received	Dispatched	EnRoute	OnScene	Response Time
11/1/2015	1750 S OCEAN BLVD-LBTS	4:03:15	4:04:45	4:04:54	4:08:48	0:05:33
11/1/2015	4105 N OCEAN DR-LBTS	6:38:09	6:38:23	6:38:26	6:42:40	0:04:31
11/1/2015	4105 N OCEAN DR-LBTS	8:01:26	8:02:11	8:02:14	0:00:00	CXL
11/2/2015	BEL AIR AVE/OCEAN MIST DR- LBTS	11:40:10	11:41:01	11:41:05	11:42:13	0:02:03
11/2/2015	4504 BOUGAINVILLA DR-LBTS	13:22:08	13:22:42	13:22:47	13:22:48	0:00:40
11/2/2015	COMMERCIAL BLVD-LBTS/N OCEAN DR-LBTS	18:47:15	18:47:45	18:47:47	0:00:00	CXL
11/3/2015	1461 S OCEAN BLVD-LBTS	12:08:09	12:08:36	12:08:40	12:10:18	0:02:09
11/3/2015	1441 S OCEAN BLVD-LBTS	12:34:15	12:34:27	12:34:31	12:34:55	0:00:40
11/3/2015	3211 SEAWARD DR-LBTS	13:07:44	13:07:59	0:00:00	0:00:00	CXL
11/3/2015	4353 N OCEAN DR-LBTS	13:43:23	13:43:47	13:43:54	13:44:03	0:00:40
11/3/2015	4513 N OCEAN DR-LBTS	21:15:22	21:15:30	21:15:33	21:17:16	0:01:54
11/4/2015	4400 EL MAR DR-LBTS	0:36:36	0:36:57	0:38:16	0:40:37	0:04:01
11/4/2015	4353 N OCEAN DR-LBTS	1:30:38	1:30:58	1:31:06	1:34:01	0:03:23
11/4/2015	1990 S OCEAN BLVD-LBTS	7:15:43	7:15:56	7:16:15	7:20:22	0:04:39
11/4/2015	4629 POINCIANA ST-LBTS	13:12:16	13:12:23	13:12:34	13:15:00	0:02:44
11/4/2015	4301 N OCEAN DR-LBTS	18:22:36	18:22:44	18:24:06	18:25:10	0:02:34
11/4/2015	1440 S OCEAN BLVD-LBTS	19:58:03	19:58:11	19:58:59	20:01:10	0:03:07
11/4/2015	4333 EL MAR DR-LBTS	21:06:36	21:06:43	21:08:42	21:08:42	0:02:06
11/5/2015	1460 S OCEAN BLVD-LBTS	9:01:42	9:02:00	9:02:09	9:02:12	0:00:30
11/7/2015	4454 W TRADEWINDS AVE-LBTS	2:13:15	2:13:33	2:13:57	2:18:05	0:04:50
11/7/2015	4319 N OCEAN DR-LBTS	20:01:26	20:01:34	20:01:37	20:04:57	0:03:31
11/8/2015	4653 N OCEAN DR-LBTS	1:17:57	1:18:36	1:20:30	1:21:00	0:03:03
11/9/2015	100 COMMERCIAL BLVD-LBTS	10:03:13	10:03:50	10:04:08	10:04:08	0:00:55
11/9/2015	288 S TRADEWINDS AVE-LBTS	14:58:37	14:59:17	14:59:30	15:01:35	0:02:58
11/9/2015	4404 EL MAR DR-LBTS	18:25:01	18:25:12	18:25:14	18:28:03	0:03:02
11/10/2015	1800 S OCEAN BLVD-LBTS	9:04:16	9:04:30	9:04:42	9:07:43	0:03:27
11/11/2015	2 COMMERCIAL BLVD-LBTS	9:01:47	9:03:03	9:03:08	9:03:12	0:01:25
11/11/2015	COMMERCIAL BLVD-LBTS/N OCEAN DR-LBTS	9:43:08	9:43:50	9:44:11	9:45:59	0:02:51
11/11/2015	4342 EL MAR DR-LBTS	13:38:03	13:38:48	13:38:54	13:39:56	0:01:53

11/12/2015	4229 N OCEAN DR-LBTS	7:50:55	7:51:19	0:00:00	0:00:00	CXL
11/12/2015	4229 N OCEAN DR-LBTS	7:59:41	7:59:54	8:00:01	8:01:30	0:01:49
11/12/2015	5450 N OCEAN BLVD-LBTS	14:40:14	14:40:36	14:40:45	14:42:24	0:02:10
11/13/2015	1541 S OCEAN BLVD-LBTS	8:52:03	8:52:19	8:54:50	8:56:08	0:04:05
11/13/2015	4400 EL MAR DR-LBTS	22:14:15	22:14:36	22:14:41	22:14:43	0:00:28
11/14/2015	1398 S OCEAN BLVD-LBTS	9:12:20	9:12:39	9:12:42	9:14:54	0:02:34
11/14/2015	4513 N OCEAN DR-LBTS	12:51:15	12:51:37	12:51:52	12:58:45	0:07:30
11/14/2015	AVALON AVE-LBTS/W TRADEWINDS AVE-LBTS	16:30:08	16:30:17	16:30:19	16:32:32	0:02:24
11/14/2015	245 OCEANIC AVE-LBTS	17:11:37	17:11:50	17:11:54	17:15:31	0:03:54
11/14/2015	4501 BOUGAINVILLA DR-LBTS	23:26:48	23:27:32	23:27:36	23:27:45	0:00:57
11/15/2015	1800 S OCEAN BLVD-LBTS	10:34:50	10:34:57	10:35:01	10:36:54	0:02:04
11/15/2015	4305 BOUGAINVILLA DR-LBTS	13:50:20	13:50:28	13:50:31	13:53:01	0:02:41
11/15/2015	1398 S OCEAN BLV-LBTS	18:21:38	18:21:46	18:21:51	18:26:22	0:04:44
11/15/2015	1541 S OCEAN BLVD-LBTS	18:36:32	18:37:32	18:37:55	18:38:47	0:02:15
11/16/2015	1960 SE 17 ST-LBTS	10:52:11	10:52:24	10:52:31	10:55:30	0:03:19
11/17/2015	3251 S TERRA MAR DR-LBTS	8:08:56	8:09:13	8:09:19	8:12:56	0:04:00
11/17/2015	4532 BOUGAINVILLA DR-LBTS	9:10:14	9:10:35	9:10:43	9:11:00	0:00:46
11/17/2015	291 IMPERIAL LN-LBTS	11:46:50	11:47:11	11:47:24	11:50:14	0:03:24
11/17/2015	4900 N OCEAN DR-LBTS	17:22:46	17:23:08	17:23:15	17:25:02	0:02:16
11/18/2015	4353 N OCEAN DR-LBTS	1:52:08	1:52:28	1:52:41	1:54:11	0:02:03
11/18/2015	2000 S OCEAN BLVD-LBTS	6:34:04	6:34:11	6:34:13	6:39:05	0:05:01
11/18/2015	4305 BOUGAINVILLA DR-LBTS	19:28:05	19:28:14	19:28:33	19:31:55	0:03:50
11/19/2015	1440 S OCEAN BLVD-LBTS	10:27:33	10:27:54	10:27:57	10:31:32	0:03:59
11/19/2015	4405 N OCEAN DR-LBTS	16:45:16	16:45:24	16:45:26	16:47:29	0:02:13
11/19/2015	WASHINGTON AV/N OCEAN DR-LBTS	19:24:49	19:24:55	19:24:57	19:26:19	0:01:30
11/19/2015	4140 EL MAR DR-LBTS	23:43:29	23:44:46	23:44:51	23:48:24	0:04:55
11/20/2015	1 COMMERCIAL BLVD-LBTS	17:00:31	17:01:04	17:01:10	17:01:13	0:00:42
11/21/2015	5100 N OCEAN BLVD-LBTS	18:18:44	18:20:01	18:20:04	18:20:33	0:01:49
11/23/2015	1810 E TERRA MAR DR-LBTS	13:01:43	13:01:51	13:01:54	13:05:46	0:04:03
11/23/2015	COMMERCIAL BLVD/SEAGRAPE DR-LBTS	18:23:10	18:23:37	18:24:29	18:24:30	0:01:20

11/23/2015	4629 POINCIANA ST-LBTS	20:09:20	20:09:45	20:09:57	0:00:00	CXL
11/25/2015	5100 N OCEAN BLVD-LBTS	0:39:20	0:39:35	0:40:00	0:43:01	0:03:41
11/25/2015	4513 N OCEAN DR-LBTS	15:58:24	15:58:43	15:58:48	16:04:17	0:05:53
11/26/2015	4513 N OCEAN DR-LBTS	16:18:04	16:18:25	16:18:34	16:18:38	0:00:34
11/26/2015	4627 BOUGAINVILLA DR-LBTS	18:12:04	18:12:25	18:12:30	18:14:21	0:02:17
11/27/2015	2 COMMERCIAL BLVD-LBTS	13:07:35	13:07:43	13:07:45	13:08:43	0:01:08
11/27/2015	1620 S OCEAN BLVD-LBTS	20:53:59	20:54:06	20:57:31	20:59:17	0:05:18
11/28/2015	228 HIBISCUS AVE-LBTS	10:47:06	10:47:16	10:47:34	10:50:21	0:03:15
11/29/2015	4404 EL MAR DR-LBTS	2:06:52	2:07:06	2:07:41	2:09:55	0:03:03
11/29/2015	14 COMMERCIAL BLVD-LBTS	23:41:51	23:42:00	23:42:02	23:43:56	0:02:05
11/30/2015	100 COMMERCIAL BLVD-LBTS	12:57:59	12:58:25	12:58:31	13:04:22	0:06:23
		6 MIN OR LESS=98%			AVERAGE=	0:02:51



Agenda Item Memorandum

Broward Sheriff's Office

Department

Captain Fred Wood

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 8, 2015	

***Subject to Change**


- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

☐ **FY2015 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC****SUBJECT TITLE: BSO Monthly Report****EXPLANATION:** November 2015



Date: November 30, 2015

To: Connie Hoffmann
Town Manager
Lauderdale-By-The-Sea

From: Captain Fred Wood
Lauderdale-By-The-Sea District 

Subject: Monthly Report to Commission – November 2015

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Neil Merry, 3516

For the second consecutive month, Dep. Merry has demonstrated the effectiveness in using the Town's Automated License Plate Reader system as a law enforcement tool. During November his monitoring of the system resulted in four (4) arrests (see Notable Arrests/Incidents) as well as several criminal citations. Information gathered during one stop was used to assist Oakland Park deputies in arresting a suspect wanted for Immigrant Smuggling. Additionally, while driving home after a shift, Dep. Merry observed a vehicle and suspects fitting the description from a Strong Armed Robbery that had just occurred in Pompano Beach. Dep. Merry was instrumental in assisting Pompano deputies with taking these suspects into custody.

COMMUNITY PROGRAMS AND SERVICES: These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are providing upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. He will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Child Car Seat Installations / Inspections:** The Child Car Seat Installation / Inspection program provides for education in the proper utilization of child car safety seats.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There is currently one (1) person legally classified as a sexual offender residing within Town limits. This offender is routinely contacted by BSO to ensure his continued compliance with State of Florida legal mandates. Existing municipal ordinances prohibit additional persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of eighteen (18) hours this month.
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for thirty-nine (39) hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise

experiencing mental health crises or are homeless and in need of services. Fourteen (14) individuals were contacted during the month. Three (3) were transported to a facility for assistance.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e - Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

SPECIAL EVENTS: These events required the participation of the BSO LBTS district.

Veteran's Day Ceremony: BSO LBTS and C.O.P. assisted with pedestrian crossing of A1A and safety for the event at Town Hall on Wednesday, November 11th. In addition to the BSO Honor Guard Rifle Team, Capt. Wood and Lt. Palmer attended.

Thanksgiving Meal: BSO LBTS assisted with pedestrian crossing of A1A and safety at the annual event at Jarvis Hall on Thursday, November 26th. A Thanksgiving dinner was served to Town residents as well as many from surrounding communities. Capt. Wood and Lt. Palmer attended.

NOTABLE INCIDENTS / ARRESTS:

November ALPR Arrests:

- 1) 11-4-15 / 0425 hours; 4540 N. Ocean Dr.; Unknown, male; Incident: Stolen Vehicle Recovery

Dep. Kinney was monitoring the ALPR and received an alert for a Mitsubishi Outlander, stolen from Boca Raton, southbound from Terra Mar Dr. The vehicle was stopped and an unknown male fled on foot. A perimeter was set with the assistance of Pompano and Sea Ranch Lakes. K-9 responded and conducted an area search with negative results. A female passenger, Cheyenne Boyd (DOB: 5/10/94) was detained for questioning and later released. The vehicle was processed and towed.

- 2) 11-4-15 / 1830 hours; 4743 N. Ocean Dr.; Cavalero, Frank, male, 08/02/50; Charge: Leaving the Scene of Accident w/Property Damage

An alert was dispatched for a Hit & Run driver in Pompano Beach heading southbound on A1A. Sgt. Mellies entered the vehicle Tag into the ALPR and learned that the vehicle had just passed

Terra Mar Dr. Det. Redl was able to locate the vehicle and initiate a traffic stop. Vehicle stopped in front of 4743 N Ocean Blvd. Pompano units responded and took Cavalero into custody.

- 3) 11-9-15 / 1250 hours; 200 Shore Ct.; Kune, Jeffery, male, 09/18/56; Charge: Fail to Return Rental Vehicle

Dep. Merry was monitoring the ALPR and received an alert for a 2015 Chevy Captiva, overdue from A – Z Rental Car Co. The vehicle was located E/B on Commercial and stopped on Shore Ct. Kune was confirmed as the original renter that failed to return the vehicle and was arrested.

- 4) 11-18-15 / 0800 hours; 4221 N Ocean Blvd.; Pena, Rolando, male, 06/13/85; Charge: Operate MV w/ No Valid License

Dep. Merry was monitoring the ALPR and received an alert that the vehicle owner had an active arrest warrant for 'Immigrant Smuggling.' Contact was made with the driver, Pena, who was not the wanted suspect; however, he had no driver's license and is a habitual felony offender with prior arrests and convictions for attempted homicide, aggravated battery, sexual battery, battery LEO, grand theft, shooting into an occupied dwelling, and several other felonies. A passenger, Andrea Niedda, female, 08/20/81; was also arrested for an active warrant for a narcotics charge.

The vehicle was towed and held for proof of ownership. The vehicle owner/wanted suspect was arrested by Oakland Park at Sal's Towing when he attempted to retrieve his vehicle.

- 5) 11-23-15 / 1255 hours; 4600 Poinciana St.; Levandowski, Stephen, male, 10/27/56; Charge: Grand Theft/Firearm (Warrant)

Dep. Merry was monitoring the ALPR and received an alert for the suspect/driver having an active warrant. A traffic stop was made and the subject was taken into custody without incident.

Suspicious Incident: 11-14-15 / 1140 hours

Location: 219 Commercial Blvd (Commercial Rare Coins LLC)

Subject: Warren, Jessie James, male, 02/07/64

Victim: Unknown

The manager of Commercial Rare Coins called to report an Oakland Park pawnshop owner just informed him a male and female that had just attempted to sell a large number of possibly counterfeit gold coins, and the couple was now at his store. Warren was contacted and was attempting to sell 103 gold Krugerrand coins worth more than \$111,000.00. Warren stated that he was performing 'day labor' demolition for an unnamed company, at an unknown location in Miami-Dade County, when he 'found' the coins inside a wall. Warren believed that as a result, the coins belonged to him. Investigation determined Warren had recently sold several of the coins at a Pompano Beach Pawn shop in exchange for a large gold necklace and more than \$5,400 cash. Checks were conducted with Miami-Dade PD dispatch and all BSO dispatched jurisdictions; however, no reports of crimes involving coins could be located. Being unable to locate a victim or the proper owner, the money and coins were seized for safe-keeping. Warren was driven to a relative's home in Pompano Beach and released.

A record check revealed warrants for Warren's girlfriend; Ashley Manos, female, 07/12/92, for Possession of Oxycodone and Possession of Cannabis and she was arrested.

Armed Robbery: 11-24-15 / 2255 hours

Location: 4244 El Mar Dr. (Windjammer Resort)

Subjects: Unknown, males, (3X) all in early 20's in a small gold or silver SUV

Victims: Stephen and Nancy Jones

Deputies were dispatched to an armed robbery with a 5 minute delay. The Jones' were robbed at gun point by two males and while another waited in the vehicle. The Jones' had just arrived from the Miami airport. Taken was cash and jewelry totaling approximately \$7,410.00. A short time later, a similar robbery occurred in Ft. Lauderdale. Detectives are looking at any possible connections with that crime.

MONTHLY ARREST LOG:

Male	Damage Property-Criminal Mischief < \$1000 Dollars	4301	N Ocean Dr.
Male	Drive While License Suspended - Habitual Offender	4300	N Ocean Dr.
Male	Drive While License Suspended/With Knowledge	2	Commercial Blvd
Male	Fail to Redeliver Hired/Leased Vehicle-Property	200	Shore Ct.
Male	Warrant - Failed to Appear No Valid License	4601	El Mar Dr.
Male	Larceny-Petit Theft 2nd Degree 1st Offense	4051	N Ocean Dr.
Male	Operate Motor Vehicle without Valid License	4100	N Ocean Dr.
Female	Possession of Cannabis < 20 Grams	219	Commercial Blvd
Male	Possession of Heroin	200	Commercial Blvd
Male	Trafficking Heroin > 4 Grams < 14 Grams	950	E Commercial Blvd
Male	Trafficking Heroin > 4 Grams < 14 Grams	950	E Commercial Blvd
Male	Warrant - Grand Theft	4208	N Ocean Dr.

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2014 YTD	2015 YTD
AUTO THEFT	2	2	9	7
BURGLARY-BUSINESS	1	1	6	4
BURGLARY-CONVEYANCE	0	3	29	26
BURGLARY-RESIDENCE	0	1	18	28
BURGLARY-STRUCTURE	0	0	1	1
FORCIBLE SEX	0	0	1	0
HOMICIDE	0	0	0	0
ROBBERY	1	0	2	5
THEFT-GRAND	5	2	19	25
THEFT-PETIT	2	3	40	30
TOTALS	11	12	125	124

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	31
COP Hours Worked - Month	213
COP Patrol Miles - Month	507
COP Hours Worked - YTD	1,997
COP Patrol Miles - YTD	4,090

COP Bike Patrol Hours - Month	8
COP Bike Patrol Hours - YTD	138

COP Beach Patrol Hours - Month	0*
COP Beach Patrol Hours - YTD	111.5

*COP Beach Patrol Unit was dead lined

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2015 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

November 2015

Reports/Calls	
Miscellaneous Service	
Event Reports	33
Accidents	14
Calls for Service	939

Traffic	
Types of Citation	
Non-Moving / Moving Citation	102
Parking	0
Warnings	33
Total Citations	135

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	2
NTA	0
Capias/Warrant	6
Traffic	2
DUI	0
DV Misdemeanor	0
DV Felony	0
Total Arrests	12

Time Worked	
Hours Worked	
Bike Patrol	18
Court Overtime	12
Training	192
Detached	2
Other Overtime	36
Days Worked	30

General	
FI	55
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV: 274 Miles / 39 Hours Reserve Deputies worked 5 Days (37 hrs)



MONTHLY STAFFING AND STATISTICAL REPORT LAUDERDALE-BY-THE-SEA DISTRICT

November 30, 2015

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	2	
TOTAL	28	28	0

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
n/a			

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Deputy Scott Klier	14806	Pomp Bch Dist	MADD	2
TOTAL				2

LAUDERDALE-BY-THE-SEA DISTRICT / SEX OFFENDERS



Palmer, John

05/26/1932

1500 South Ocean Drive; Apt # 1502

Lauderdale-by-the-Sea, Fla. 33062

Criminal History:

**Computer Pornography - Attempt to
Entice and Coerce an Individual under
18 years of age to engage in sexual act.**

Current as of:

December 2, 2015



LBTS SEX OFFENDERS NEARBY – November, 2015



KELLER KENNETH

09/09/1948

4051 N. OCEAN BLVD.
APT# 312A FTL, FL 33308

RECEIPT OF CHILD
PORNOGRAPHY



PEREIRA VINCENT

09/18/1950

3333 NE 34 ST APT# 1220
FTL, FL 33308

BATTERY U/16 (1999)
BROWARD, FL



RICHARDS LARRY

01/14/1943

4051 N OCEAN BLVD # 202-A
FTL, FL 33308

ABUSE OF CHILD (2001)
BROWARD, FL



WARD VERNON

05/18/1965

4051 N OCEAN BLVD. # 302A
FTL, FL 33308

RECEIPT OF MATERIAL BY
MAIL - CHILDREN



Agenda Memorandum

Administration

Department

Connie Hoffmann

Town Manager

COMMISSION MEETING DATE: December 8, 2016

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

☐ **FY2016 – PART OF THE STRATEGIC PLAN:**
SUBJECT TITLE: TOWN MANAGER REPORT
EXPLANATION:
Pelican Hopper Ridership Stats for Last Quarter of FY15

For the first time in years, ridership declined in all three months compared to the prior year. We have no idea why this occurred. We will be running an article promoting the Pelican in the January edition of *Town Topics*.

July-15	Total Riders: 2991			July-14	3291	-9.1%
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		117	93	134	87	112
85	91	112	75	131	117	79
88	89	114	45	87	79	91
91	95	101	61	135	72	79
102	105	120	78	126		

August-15	Total Riders: 3050			August-14	3530	-13.6%
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					126	98
104	112	95	72	145	78	133
102	112	133	62	125	57	111
94	107	103	101	140	68	72
92	100	105	94	101	18	76
114						

Agenda Memorandum

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September-15	Total Riders:		2951	September-14	3108	-5.1%
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	104	103	102	190	129	111
Holiday	119	117	107	135	63	77
103	92	93	92	118	50	109
97	91	123	84	138	64	69
83	95	93				

Commercial Boulevard Mid-Block Project

This project is very close to being done. The milling and repaving of the roadway was completed Wednesday night. The new pedestrian lights were installed Thursday and Friday. They will be activated next week. The benches and trash cans are on the street and the barrels have been removed. The only remaining items are a few trees, ground cover and the bougainvillea trellises which will be installed next week, cleanup, punch list repairs, and reworking the brick pattern on the south side of Commercial from the Ocean Mist east.

Town staff has ordered bike racks for these two blocks and a bougainvillea painting wrap for the big electric box in the parking median on North Bougainvillea Drive. We also need to install the parking pay station there.

Agenda Memorandum

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Agenda Item Memorandum

Town Clerk

Department

Tedra Smith

Department Director

COMMISSION MEETING DATE
<input checked="" type="checkbox"/> December 8, 2015– Regular Meeting 7:00 PM

***Subject to Change**

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

☐ **FY2015 – PART OF THE STRATEGIC PLAN**

SUBJECT TITLE: Approval of Meeting Minutes:

EXHIBITS:

1. November 10, 2015 Town Commission Meeting Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 10, 2015
7:00 PM**

1. CALL TO ORDER, MAYOR SCOT SASSER

Mayor Scot Sasser called the meeting to order at 7:02 p.m. Also present were Vice Mayor Chris Vincent, Commissioner Mark Brown, Commissioner Stuart Dodd, Commissioner Elliot Sokolow, Town Manager Connie Hoffmann, Assistant Town Manager Bud Bentley, Development Services Director Linda Connors, Town Attorney Susan L. Trevarthen, Finance Director Tony Bryan, Public Information Officer Steve d'Oliveira, and Town Clerk Tedra Smith.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Reverend George Hunsaker gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Commissioner Dodd requested an absence from the January 12, 2016 Town Commission meeting.

Commissioner Brown made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

5. PRESENTATIONS

a. YEA! Award to LBTS (Commissioner Mark Brown)

Commissioner Brown explained that the Youth Environmental Alliance (YEA!), with which the Town had partnered with to plant sea oats, presented Lauderdale-By-The-Sea with their Municipal Government of the Year Award at its annual awards dinner. The award are butterfly garden plants, which will be planted within the Town. All present recognized Commissioner Brown for his work on the sea oats project with a round of applause.

b. Chamber of Commerce Presentation of Funds raised for the purchase of an ATV for the C.O.P. Program (Connie Hoffmann, Town Manager)

Lauderdale-By-The-Sea
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November 10, 2015

Dick Clark, CEO of Clark Leadership Consulting and member of the Lauderdale-By-The-Sea Chamber of Commerce Board of Directors, stated that the Town's reassuring environment is the direct result of the close relationship between the Broward Sheriff's Office (BSO), the Town Commission, and the Town's residents. When the Chamber learned that the Citizen Observer Patrol (C.O.P.) program's Beach Patrol ATV required replacement, they launched a fundraising project for a new ATV.

Courtney Stanford, President of the Chamber of Commerce, presented the Commission with a check for \$15,500, stating that all funds were donated by members of the Chamber of Commerce.

6. PUBLIC COMMENTS

At this time Mayor Sasser opened public comment.

Barbara Cole, resident, advised that there should be no buses on El Mar Drive. She also stated that she was opposed to the purchase of the Majestica Apartments property, as she felt the site was too expensive and would eventually lead to the construction of a parking garage on the site. She recommended that the Commission instead consider renovations of the Town Hall complex.

Patrick Ferguson, resident, stated that he is organizing a Stand for Sustainability event, which will be part of the People's Global Climate Change March on November 29, 2015. The event will begin at 11 a.m. in Fort Lauderdale with a march from the Riverwalk to Esplanade Park.

Edmund Malkoon, resident, also addressed the purchase of the Majestica Apartments property, and urged the Commission to take a closer look at the details of this prospective purchase. He concluded that it can be difficult for many residents to attend public meetings at 5 p.m.

As there were no other individuals wishing to speak at this time, Mayor Sasser closed public comment.

7. PUBLIC SAFETY DISCUSSION

a. AMR October 2015 Report (Chief Brooke Liddle)

Commissioner Dodd made a motion, seconded by Vice Mayor Vincent, to approve. Motion carried 5-0.

b. VFD October 2015 Report (Chief Judson Hopping)

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Commissioner Dodd made a motion, seconded by Vice Mayor Vincent, to approve. Motion carried 5-0.

c. BSO October 2015 Report (Captain Fred Wood)

Captain Fred Wood advised that the Town's license plate reader (LPR) camera system recently contributed to the recovery of a stolen vehicle. He added that the Chamber of Commerce donation of funds for the C.O.P. ATV is expected to contribute to a significant reduction of petty thefts on the beach.

Commissioner Dodd made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

8. TOWN MANAGER REPORT

a. Chamber of Commerce October 2015 Report (Tedra Smith, Town Clerk)

Commissioner Brown thanked Chamber of Commerce President Courtney Stanford for the Chamber's contribution for purchase of the ATV.

b. September 2015 Finance Report (Tony Bryan, Finance Director)

Finance Director Tony Bryan confirmed that preliminary reports for fiscal year (FY) 2015 show that the Parking Fund generated \$1.4 million in revenue. He also noted that the FY15 budget called for a \$1.5 million appropriation from the General Fund balance to balance the General Fund budget but, due to revenues exceeding budget and expenditures coming in under budget, only \$400,000 would be needed from this fund's balance. Town Manager Connie Hoffmann advised that this means the Town will have roughly \$1 million more in the General Fund balance than anticipated, and that money can be used to finance the CIP in future years.

c. Town Manager Report (Connie Hoffmann, Town Manager)

Town Manager Hoffmann reported that the additional road work required on Commercial Boulevard will cost approximately \$75,000 less than expected, as FDOT allowed some flexibility regarding design. She thanked the Mayor for attending the meeting with FDOT staff to get those concessions.

She noted that Teco Gas is still delaying the project. The project team is still trying to ensure that the project is substantially complete by Thanksgiving. The closing of intersections at Commercial Boulevard/A1A and Commercial Boulevard/Seagrape Drive will be done at night from November 18-19 to November 22-24 for the final laying of asphalt.

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Regarding the buses on El Mar Drive, Town Manager Hoffmann noted that the Town is receiving complaints related to noise and exhaust fumes. Buses have been asked not to park on the sidewalk. The Town plans to reach out to the Florida Development Group to ask them to consider allowing the buses to instead use the former Holiday Inn parking lot. She was not certain that current conditions will allow for continued parking of buses on El Mar Drive. This issue will be brought before the Commission with a recommendation at a later time.

Mayor Sasser stated that businesses affected by the construction on Commercial Boulevard have requested that more work be done at night. The Town Manager said that this is already planned, with roadwork planned for four evenings between 11 p.m. to 6 a.m. Information on these closures will be posted on the Town's website. The Commissioners agreed by consensus that a Code Red Notification call should be sent out to residents informing them of the evening road and intersection closures caused by the roadwork.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- a. **October 13, 2015 Town Commission Meeting Minutes (Tedra Smith, Town Clerk)**

Commissioner Sokolow made a motion, seconded by Commissioner Dodd, to approve. Motion carried 5-0.

11. CONSENT AGENDA

- a. **Special Event Application from 101 Ocean and Village Grille for Sunday TV Night event proposed for Sunday, February 7, 2016 (Bud Bentley, Assistant Town Manager)**
- b. **Authorization of a Parking License Agreement with the Florida Development Group to Provide Public Parking at 4108/4110 El Mar Drive (Bud Bentley, Assistant Town Manager)**

Commissioner Dodd made a motion, seconded by Commissioner Brown, to approve. Motion carried 5-0.

12. OLD BUSINESS

- a. **Adoption of Work Plan Priorities for FY 2016 (Connie Hoffmann, Town Manager)**

Lauderdale-By-The-Sea
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Town Manager Hoffmann recalled that the Commission provided Staff with guidance regarding priorities at a workshop meeting on October 27, 2015. She had summarized that direction in the document before the Commission for approval with the items perceived as their highest priorities are highlighted. She requested direction on any changes to be made.

Mayor Sasser asked if specific tasks or action items would be necessary to the document. Town Manager Hoffmann explained that she would use the document as a guide for the development of options to bring before the Commission at meetings. The Commission has the opportunity each month when the status report is presented to update the document as necessary.

Commissioner Brown requested clarification on whether or not the Town would empanel a Citizens' Visioning Board. Town Manager Hoffmann replied that she was awaiting further direction from the Commission on how they wish to proceed with this issue. She offered to bring back a list of options at the next Commission meeting. The Commission asked her to do so.

Commissioner Sokolow requested that the Town's marina issues be shown as a priority.

b. Review of SunTrust (221 Commercial Boulevard) Conditional Use for Paid Private Parking (Linda Connors, Development Services Director)

Commissioner Sokolow recalled that he had recused himself from voting on this Item when it was previously before the Commission. Town Attorney Susan Trevarthen clarified that he would only need to recuse himself in the event that the Commission voted upon the 21 unmarked parking spaces in the SunTrust lot, but would be able to vote on an Ordinance that would affect all private parking lots.

At this time Mayor Sasser opened public comment.

Ron Piersante, resident, advised that the SunTrust private parking lot should post its rates, as there have been multiple complaints from visitors who did not know the lot's rates before parking there. He recalled that the recent parking study recommended that all private parking lots post their rates.

Development Services Director Linda Connors stated that in October 2014, the Commission asked Staff to review the Right Turn Only signage for this lot, which was found to have been required as part of the lot's original site plan. Staff also evaluated the 21 unmarked parking spaces approved in 2014, noting that there have been no complaints regarding these specific spaces. Staff recommends bringing back an Ordinance Amendment that will require all private parking lots to post their rates. If the Commission does not wish to amend the Ordinance, Staff strongly recommends that the

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Commission review the conditional use approval granted to SunTrust and require that rates be posted in this lot.

Mayor Sasser asked if there are specific requirements of the type of signage needed for this lot. Development Services Director Connors noted that these specifications are included in Sign Code: for example, handmade or handwritten signage is not allowed. She added that paid private parking is the only use within the Town that is permitted to use sandwich board signs.

The Commissioners discussed the Item, with Commissioner Brown confirming that he has also heard complaints regarding the lack of posted rates. He suggested that the Ordinance Amendment also include a penalty clause that could be used to require private parking lots to post appropriate signage. Development Services Director Connors replied that the lots are subject to Code Enforcement. It was also confirmed that the right turn only signage from the subject lot is enforceable if it meets State requirements for signage and refers to a public roadway.

The Commissioners agreed by unanimous consensus to proceed with a revised Ordinance requiring private parking lots to post signage reflecting their rates.

c. Update on Negotiations regarding Purchase Price for Majestica Apartments Property (Mayor Scot Sasser)

Mayor Sasser thanked Staff for arranging the recent meeting between himself, Staff, the real estate broker, the Town's property appraiser, and the property owner, which resulted in the owner's verbal approval of a sale price of \$2.75 million. Mayor Sasser noted that preliminary analysis suggested the property would provide around 40 parking spaces. He recalled that the recent parking study had determined that a parking garage were constructed on the existing A1A lot, would cost approximately \$44,000 per space to construct.

Mayor Sasser continued that when the cost of demolition on the Majestica property is added to the cost of developing a surface lot, it would cost total roughly \$75,000 per surface parking space. He observed that the appraisal takes into account the premium afforded the property due to the hot market. The end result of the meeting was that although the asking price is above the appraised value, the owner feels confident he can get this price. Mayor Sasser characterized the meeting as very cordial.

Town Manager Hoffmann commented that Staff is drawing up a new purchase agreement reflecting the reduced price of \$2.75 million, which will be offered to the property owner for his signature. Mayor Sasser advised that he has signed an agreement to hold the property for 90 days at the original negotiated price of \$2.8 million.

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It was clarified that the public hearing on this Item would be scheduled for the December 8, 2015 Town Commission meeting. Public feedback at this meeting is strongly encouraged.

d. Possible Purchase of Majestica Apartments (Commissioner Stuart Dodd)

Commissioner Dodd proposed that the Chamber of Commerce reach out to Town businesses to determine if they are willing to contribute the difference between the appraised value and the owner's asking price, which is approximately \$250,000. He pointed out that the Town's parking exemption program gave away roughly 120 parking spaces, which allowed many Town businesses to grow and expand as a result. If each of those beneficiaries donated \$2000 per exempted space, that would cover the \$250,000 differential.

Commissioner Brown opined that the parking exemption program should be characterized as a waiver of required parking for restaurants rather than "giving away" parking spaces. Vice Mayor Vincent added that the exemption program, like all the public improvements the Town has made, has benefited the Town's residents as well as its businesses. Commissioner Sokolow did not feel that businesses receive a disproportionate amount of Town revenues, as they help to raise property values for the entire Town. Mayor Sasser advised that he had reached out to some Town businesses to determine their interest in contributing toward the cost of the proposed purchase, but none expressed willingness to do so.

Commissioner Dodd responded that his intent was to determine if any businesses are willing to help bridge the gap between the asking and appraised price. He added that he would also be more supportive of the proposed purchase if the lot was restricted to ground-level parking only. He felt the issue of a parking garage should ultimately be presented for public referendum.

Town Attorney Trevarthen clarified that if the Town Commission wished to place the issue of a parking garage on a ballot, it could be presented as a Charter Amendment in March 2016. The issue could also be initiated as a citizen petition drive under Article IV of the Town's Charter. Commissioner Brown pointed out that the Commission should only consider placing the use of the property up for referendum if the Commission votes in favor of the proposed purchase after the public hearing.

13. NEW BUSINESS

a. Update on Street Resurfacing & Request for Direction on FY 2016 Resurfacing Projects (Connie Hoffmann, Town Manager)

Town Manager Hoffmann advised that \$150,000 was budgeted within the Capital Fund for street resurfacing in 2016. Municipal Services Director Don Prince estimates that this

Lauderdale-By-The-Sea
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amount is sufficient to pave three streets at a length of two blocks each. Her report noted that a number of streets have been repaved since the pavement condition study was done, all within the context of other projects or utility repairs.

Town Manager Hoffmann noted that a number of residents have requested the repaving of Imperial Lane, which was reevaluated by an engineering team and found to have deteriorated since the pavement condition study was done. Because it is inefficient to pave single streets in an area, Town Manager Hoffmann recommended that Codrington Drive and Thomas Way also be reevaluated to determine their condition. If they are found to be in need of resurfacing, a price for all three streets will be presented to the Commission. She also recommended that the next highest priority streets in the pavement condition study, which are within the North Silver Shores area, also be reevaluated and estimated.

Mayor Sasser asked if the \$1 million to be moved back into the General Fund could be used toward additional street resurfacing. Town Manager Hoffmann advised that this could be considered as a potential use for these funds, as would drainage improvements that were still not funded in the CIP. Commissioner Dodd suggested that the Town consider doing more swale restoration, including addition of greenery, as this would also improve drainage.

The Commissioners agreed by unanimous consensus to proceed with the Town Manager's recommendation to reassess the priority of streets for resurfacing.

14.COMMISSIONER COMMENTS

Commissioner Brown noted that November 10, 2015 is the 240th anniversary of the United States Marine Corps, and congratulated all who have served in the Marines. He added that the Town's Veterans' Day program will begin outside Town Hall at 10 a.m. on Wednesday, November 11.

Commissioner Brown added that he had attended a recent Board of Directors meeting of the Downtown Fort Lauderdale Transportation Management Association (TMA), which operates the Sun Trolley. The route change extending into the Town was approved by the TMA's Board of Directors. It will be voted upon by the Fort Lauderdale City Commission on Tuesday, November 17. He asked that the Board consider provide a seat on the Board of Directors to Lauderdale-By-The-Sea and extending the Sun Trolley's hours on weekend nights in the future.

Commissioner Sokolow encouraged residents and businesses to attend the upcoming public hearing on December 8 regarding the potential acquisition of the Majestica Apartments lot.

Commissioner Dodd reported that the Hillsboro Inlet district has approved its budget. He was unable to attend the most recent Coastal Oceans Task Force meeting. He

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continued that there have been five victories nationwide for municipalities that wish to regulate the sale of dogs from puppy mills, and that Deerfield Beach has passed one such ordinance.

15. ORDINANCES – PUBLIC COMMENTS

Ordinances 1st Reading

- i. **Ordinance 2015-20 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, SECTION 6-12, “TIME LIMITS FOR COMPLETING CONSTRUCTION AND REPAIR,” TO MODIFY FINES AND CLARIFY REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

Development Services Director Connors recalled that after receiving direction from the Commission at the October 27, 2015 meeting, Town Staff has included the following fine modifications for construction projects lasting longer than 30 days:

- 2nd 30 days: \$75 per day
- 61 days or greater: \$100 per day

Mayor Sasser noted that at present, owners appear before the Commission to request extensions after a project has exceeded the construction deadline. He suggested not allowing property owners to request extensions, but to come in after the project has been completed, as this would allow the Commission to make a clear determination of extenuating circumstances for mitigation of fines.

Development Services Director Connors noted that the application fee to request an extension is \$500, and that Staff must research each issue with the Applicant; if the owner does not meet this time frame, s/he must apply for mitigation of fines. She agreed that it would be simpler for owners to request mitigation once construction is complete, as the Commission may then determine if the violation is egregious. Very few other municipalities place similar time limits on construction.

Town Manager Hoffmann clarified that the Mayor’s suggestion would eliminate the Code provision that allows a request for extension of the construction deadline. Development Services Director Connors pointed out that eliminating the request for extension would also eliminate the notice requirement for an extension.

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Commissioner Sokolow asked if the Ordinance is likely to stand up if challenged, as he felt it was in conflict with Florida Building Code, which does not set a time limit on the construction permit itself. He proposed eliminating the \$500 application fee as well. Town Attorney Trevarthen replied that she would provide an opinion on this topic at second reading.

With regard to lowering fines, Commissioner Brown pointed out that higher fines are not always deterrents to individuals who are not motivated to complete their projects. He agreed that fines should be lowered and also agreed with Mayor Sasser's suggestion to use the mitigation process instead of an extension to the deadline. Commissioner Dodd agreed with the lowering of fines and modifying the process as well.

Commissioner Sokolow made a motion, seconded by Commissioner Dodd, to approve the fine revisions on first reading, and ask that Staff incorporate Mayor Sasser's suggested amendments for second reading. Motion passed 5-0.

Ordinances 2nd Reading

- i. **Ordinance 2015-08 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, “BEACHES AND WATERWAYS,” BY AMENDING SECTION 5-1, “DEFINITIONS,” TO CLARIFY THE DEFINITION OF WATERCRAFT; AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES, BY AMENDING SECTION 30-11, “DEFINITIONS,” TO PROVIDE DEFINITIONS RELATED TO MARINA USES; BY AMENDING DIVISION 2, “DISTRICTS,” OF ARTICLE V, “ZONING,” TO RENAME SUBDIVISION G, “BUSINESS ZONING DISTRICT REGULATIONS,” TO “B-1-A DISTRICT REGULATIONS”; TO DELETE SECTION 30-260 TO ELIMINATE DUPLICATION, TO AMEND SECTION 30-261, “B-1-A DISTRICT – BUSINESS,” TO REORGANIZE REQUIREMENTS FOR CONDITIONAL USES, AND TO AMEND SECTION 30-271, “B-1 DISTRICT – BUSINESS,” TO CORRECT REFERENCES AND PROVIDE FOR CONDITIONAL USE REVIEW OF MARINAS AND IDENTIFY SPECIFIC REQUIREMENTS FOR MARINA USES; BY AMENDING SECTION 30-311, “BOATS, BOAT LIFTS, BOATHOUSES AND ANCHORAGE,” TO AMEND AND CLARIFY THE REQUIREMENTS FOR DOCKING AND MOORING OF WATERCRAFT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Development Services Director)**

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Mayor Sasser opened public comment, which he closed upon receiving no input.

Development Services Director Connors recalled that upon first reading, the Commission had directed Staff to follow up on several concerns. As a result, Staff has decided to take a different approach with this Ordinance and asked that it be tabled until the January 12, 2016 meeting.

It was confirmed that due to the possible substantial nature of the change to the Ordinance, a new Ordinance to accomplish what is intended may have to be presented.

Commissioner Sokolow made a motion, seconded by Commissioner Dodd, to table the Item until the January 12, 2016 meeting. Motion carried 5-0.

- ii. **Ordinance 2015-14 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2015 RESTATED SOLID WASTE AND RECYCLABLE COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING A ONE YEAR EXTENSION OF THE FIRST RENEWAL TERM TO NOVEMBER 30, 2016; AUTHORIZING EXECUTION OF THE 2015 RESTATED FRANCHISE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Bud Bentley, Assistant Town Manager)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

Asst. Town Manager Bentley advised that Staff expects to resolve the remaining issues with Waste Pro USA, Inc. soon. He recommended that the Item be tabled until the November 24, 2015 Town Commission meeting.

Commissioner Dodd made a motion, seconded by Commissioner Sokolow, to table the Item until November 24, 2015. Motion carried 5-0.

- iii. **Ordinance 2015-15 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.5, “PEDDLERS AND SOLICITORS,” TO ADDRESS PROMOTIONAL ENTERTAINERS AND STREET PERFORMERS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Pat Himmelberger, Assistant to the Town Manager)**

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

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Town Manager Hoffmann explained that this change clarifies certain issues, such as the desire to make Police Officers aware of promotional entertainers hired by businesses.

Commissioner Dodd made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

- iv. **Ordinance 2015-18 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, EMPLOYEE BENEFITS, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN, OF THE CODE OF ORDINANCES TO AMEND AND RESTATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN IN ITS ENTIRETY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Tony Bryan, Finance Director)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

Town Manager Hoffmann directed the Commissioners to p.3, paragraph 2 of the Ordinance document, where she noted the following amendment: the first sentence of this paragraph should be amended to “A *non-vested* member may voluntarily leave...”

Commissioner Sokolow made a motion, seconded by Commissioner Dodd, to approve as amended. Motion carried 5-0.

16.RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2015-45 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2014/2015 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2014/2015 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FOR AN EFFECTIVE DATE (Tony Bryan, Finance Director)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

Finance Director Tony Bryan advised that the most significant items in this Resolution is due to building services expenses exceeding budget, but which are more than covered by the corresponding building permit revenues.

Commissioner Dodd made a motion, seconded by Vice Mayor Vincent, to approve. Motion carried 5-0.

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- b. Resolution 2015-47 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AND THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT, INC.; AUTHORIZING EXECUTION OF THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE (Tony Bryan, Finance Director)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

Finance Director Bryan advised that this is related to the Ordinance approved upon second reading. The memorandum of understanding (MOU) documents the mutual consent between the two parties regarding the use of insurance premiums for retirement benefits.

Commissioner Dodd made a motion, seconded by Vice Mayor Vincent, to approve. Motion carried 5-0.

- c. Resolution 2015-48 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE APPOINTMENT OF PLANNING AND ZONING BOARD MEMBERS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE (Connie Hoffmann, Town Manager)**

Mayor Sasser opened public comment, which he closed upon receiving no input.

Town Manager Hoffmann explained that Commissioner Dodd has recommended the appointment of First Alternate John Lanata to fill the vacancy, with Commissioner Brown to determine who will then fill the position of First Alternate.

It was clarified that the new Commission will make new appointments to the Planning and Zoning Board and other Town advisory boards after it is seated in March 2016.

Development Services Director Connors confirmed that the Planning and Zoning Board will continue to meet on a monthly basis between now and March 2016. She noted that it is unusual for this Board to lack a quorum, and one Alternate position is still filled.

Commissioner Brown made a motion, seconded by Commissioner Dodd, for John Lanata to replace Patrick Murphy, and to defer the appointment of a new Alternate until the November 24, 2015 Commission meeting. Motion carried 5-0.

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17. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on this item. Any individuals wishing to speak were sworn in at this time.

a. Conditional Use – Waiver of the Requirements of Article VIII, “Sign Regulations,” of Chapter 30 for 106-108 Commercial Boulevard (Linda Connors, Development Services Director)

Development Services Director Connors stated that this request is for conditional use of Midcentury Modern signage. The Application is for Vincent’s Restaurant at 106-108 Commercial Boulevard. The Applicant requests four signs where two are allowed by Code. The proposed sign has a larger font for the V and exposed neon lettering. The total square footage is 60 sq. ft. where 32 sq. ft. are allowed by Code. Staff recommends that the four signs be allowed, as well as a large V to a maximum of 4 ft., with the rest of the “Vincent’s” sign to use 18 inch high letters. The remaining three signs would be 12 inches high.

The Commissioners discussed the Application, including letter size. It was noted that because the remaining letters of the “Vincent’s” sign may only be 18 in., the size of the V will be slightly scaled down in order to remain proportionate. Vincent Foti, applicant, pointed out the size of the building on which the sign will be located, noting the sign will take up only 6% of the entire building.

Development Services Director Connors noted that Staff’s recommendation was to reduce the size of the original sign request. Mr. Foti asserted that the entire aesthetic of the request takes the building, façade, font, and other factors into consideration. He advised that if the remaining “incent’s” of the sign is reduced to 18 in., it will detract from this overall aesthetic. The three remaining signs meet Code requirements.

At this time Mayor Sasser opened public comment, which he closed upon receiving no input.

Development Services Director Connors continued that Staff recommended the size reduction of the remaining letters to 18 in. in order to reduce the square footage of the sign. She clarified that the V was measured independently of the remaining letters. Marv Steigman, designer for the Applicant, advised that Midcentury Modern design considers the sign’s white space to be as important as the lettering. He did not, however, feel that reducing the size of the V would result in a proportionate sign.

Commissioners Sokolow and Dodd expressed concern with the precedent that this type of sign could establish. Vice Mayor Vincent stated that he would be satisfied with requiring the “incent’s” portion of the sign to be 24 in. or less in order to maintain the sign’s proportion.

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Commissioner Sokolow made a motion, seconded by Vice Mayor Vincent, to approve the applicant's request, with the V not to exceed 4 ft. and "incent's" not to exceed 2 ft. Motion passed 4-1 (Commissioner Dodd dissenting).

18.ADJOURNMENT

With no further business to come before the Commission at this time, the meeting was adjourned at 9:53 p.m.

Mayor Scot Sasser

ATTEST:

Town Clerk Tedra Smith

Date



Agenda Item Memorandum

Development Services

Department

Bud Bentley

Assistant Town Manager

COMMISSION MEETING: December 8, 2015

<input type="checkbox"/> Presentation	<input type="checkbox"/> Reports	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Resolution	<input type="checkbox"/> Quasi-Judicial	<input type="checkbox"/> Old Business	<input type="checkbox"/> New Business

SUBJECT TITLE: Special Event Application from Beachside Village Resort for the Patriots Pre & Post Game Gathering and Transportation proposed for Sunday, January 3, 2016.

EXPLANATION: The Beachside Village Resort has submitted the attached special event application (**Exhibit 1**) to load and unload passengers on buses going to and returning from the Patriots vs. Miami Dolphins football game on Sunday, January 3, 2016. This is a reoccurring.

The Applicant is requesting to use the north and south lanes of El Mar Drive at Washingtonia to load passengers on buses from 9:30 a.m. to 10:30 a.m. and unload passengers from 5:30 p.m. to 7:30 p.m. Set up will begin at 9:00 a.m. and tear down will end at approximately 8:00 p.m. No street closures are requested.

The Applicant anticipates transporting approximately 300 fans to/from the game, most of who will be staying in Lauderdale-By-The-Sea. Please note that there will be no parking of private vehicles on El Mar.

RECOMMENDATION: We recommend approval of the event with the following conditions:

1. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control.
 - a. The Police Chief shall arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Applicant shall reimburse the Town for this expense.
 - b. The Applicant shall contract with BSO Detail Office for the detail BSO deputies working on private property within ten (10) days of receiving event approval.
2. Road Closings and Parking:
 - a. The northbound curb lane of the 4500 block of El Mar Drive will be closed from 9:00 a.m. to about 11:00 a.m. for the purpose of staging buses. (See Exhibit 1 - Site Plan)
 - b. By 11:30 a.m. the northbound curb lane of El Mar Drive will reopen. The street will remain open until about 6:00 p.m.
 - c. No street closings are requested.
3. The Applicant shall provide access to bathroom facilities in their business for attendees of the event.



4. The event site shall be organized in a safe manner to protect attendees. All electrical cords and similar materials must be covered so as not to pose a hazard to the public or event staff.
5. The Applicant shall provide additional waste receptacles and recycling bins within the bus transfer area. During the event, as needed and at the end of the event, the Applicant shall empty the waste receptacles and recycling bins within the event site, including Town receptacles.
6. The Applicant shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
7. The crosswalks on El Mar Drive shall be open at all times.
8. The event shall be operated so as not to violate the Town's Code with special care regarding the noise levels in Chapter 13.
9. No alcohol is permitted outside of the designated event area.
10. The Applicant shall provide written notice to all properties affected by this event by December 24, 2015. The notice and distribution area shall be approved by the Town prior to distribution.
11. Insurance: The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. A Certificate of Liquor Liability Insurance written in comprehensive form in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage shall be provided by the Applicants and the party serving or selling the alcohol.
 - c. No required policy shall have deductible or self-insurance retention greater than \$15,000.
 - d. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition.
 - e. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage.
 - f. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
 - g. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicants (the "subapplicant"), the subapplicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicants are applying, as if they were the Applicants and shall be held responsible for compliance with the Town Code as if the subapplicant were the Applicants.
12. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the event, without increasing the administration costs of the Town.

Agenda Memorandum

Page 3



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13. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
 14. Upon showing by the Applicant of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.

EXHIBITS: 1 – Special Event Application

Reviewed by Town Attorney?

☐ Yes ☒ No



SPECIAL EVENT APPLICATION

This completed application must be submitted at least 60 days prior to the date of the event together with a \$100 application fee to:

Developments Services Director

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

This application is available on the Town website at www.lbts-fl.gov.

Questions? Call: Phone: 954-640-4210 or email ATM@lbts-fl.gov



Special events must be approved by the Town Commission before an event is advertised to the public.

The link to the Town Code is: <http://library.municode.com/index.aspx?clientID=14833&stateID=9&statename=Florida> and then click Chapter 17, Article VIII, Special Events.

The Special Event Permit will state all of the conditions for the event. The applicant shall be responsible for securing and paying for all licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.

1. Name of event: NEW ENGLAND PATRIOTS VS. MIAMI DOLPHINS
2. Day(s) and date(s) of event: 11/3/14
New event ☐ Returning event ☒
3. Description of Event: LOAD AND UNLOAD PASSENGERS FROM BUSES GOING TO AND FROM THE GAME
4. What type of audience is the event planned for? ALL AGES OF FOOTBALL FANS
5. Proposed location of the event: EL MAR DRIVE & WASHINGTONIA
6. Name and address of sponsor or hosting organization: BEACHSIDE VILLAGE RESORT
7. Name of person representing the applicant: DAVID T. GADSBY
Mailing address: 4564 N. OCEAN DRIVE, L.B.T.S.
Daytime phone: 954-695-2757 Evening phone: _____ Mobile phone: _____
Email: GADSBYTHESEA@GMAIL.COM Fax: 954-452-1217
8. Name(s) of local contact person(s) who will be present each day of the event: DAVID T. GADSBY
Mailing address: SAME
Daytime phone: _____ Evening phone: _____ Mobile phone: 954-695-2757
Email: SAME Fax#: _____
9. What is the actual beginning and ending time of the event?
Start of set-up: 9:00 AM
Start time of the event: 10:00 AM
End time of the event: 11:00 AM
End of tear-down: 11:00 AM
10. How many participants do you anticipate? 250 spectators? N/A adult volunteers? N/A
11. Are there fees for the participants or spectators? YES Provide details. PAY FOR GAME PACKAGE
Will fees be collected on-site? YES

12. DETAILED SITE PLAN (required)

A detailed site plan must be included with the application. Draw a plan on page 6 or attach separately to this application. Identify any street closures or public parking areas affected. Briefly describe the proposed route for parades, runs, walks, etc and include route on detailed site plan.

13. STREET CLOSURES

Are you requesting that any public streets be closed for the event? Yes _____ No ✓

USE OUTSIDE LANE OF EL MAR FOR STAGING
If yes, indicate the streets and blocks and times the closure is requested:

NOT CLOSING ROAD, USING OUTSIDE LANE OF EL MAR SEE SITE PLAN

- 14. TRAFFIC CONTROL/BARRICADES.** A traffic control contractor may be required for events which require barricades or traffic control signage. B.S.O.

Please list your traffic control contractor, if applicable: B.S.O.

15. VEHICLE LOADING/UNLOADING

Are you requesting that vehicles be permitted to load/unload in non-metered areas? YES

If yes, please indicate the location and times loading and unloading would occur: SEE SITE PLAN

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Applicant shall be responsible for restoration of any damage to Town property.

16. PARKING

Include detailed site plan indicating how on and off street parking will be accommodated. Information on signage must include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the event and their approximate size.

Are you requesting the reservation of any Town parking meter spaces for the event? Yes _____ No ✓

If yes, provide the meter numbers on the site plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

17. SIGNAGE

Are you requesting permission to erect for the event? Yes ☐ No ☒
Number of signs _____ Size _____ sq.ft.
Location of signs _____

Locate signs on detailed site plan or attached a separate sheet.

18. OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Applicant is responsible for additional code compliance officers to ensure compliance with Town codes.

Do you anticipate hiring off duty police/code compliance officers for your event? Yes ☒ No ☐

19. ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval. Are animals included in your event? Yes ☐ No ☒

20. SOUND SYSTEMS

Request to use amplified sound on public property-the following is requested:

☐ Amplified sound/speaker system
☐ Live music
☐ Recorded music

Provide details of time and location of amplified music.

21. CLEAN-UP AND TRASH REMOVAL. Clean-up of the event area during the event and immediately following the event, including trash removal, is the responsibility of the applicant.

Name the contractor or organization, including phone number who is responsible for:

Clean-up of the event site: BEACHSIDE VILLAGE RESORT

Removal of trash from the event site: BEACHSIDE VILLAGE RESORT

22. TOWN UTILITIES. Electrical power and/or water supply is the responsibility of the applicant. A fee is required, paid in advance, to use Town utilities. Indicate generators and fuel storage locations on the detailed site plan.

Will the event require the following on public property?

No Electrical power-Describe use: _____

No Water – Describe use: _____

23. RESTROOMS (show on site plan)

Will additional restroom facilities be brought to the event site? No
If yes, how many? _____ and show locate on your site plan.

A building permit is required for portable toilets. The number of portable toilets depends on the length and type of events.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

24. **TENTS/CANOPIES/STAGES** Tents, canopies larger than 120 sq.ft., multiple canopies without separation, and stages require a building permit.

Indicate if any of the following will be assembled at the event and locate on the site plan.

____ Tent (size: ____ x ____) ____ Canopy (size ____ x ____) ____ Stages ____ Bleachers

The use of tents requires a review by the LBTS Fire Marshal, with approval labels attached to the tents and canopies. Tents are generally defined as temporary structures having two or more sidewalls or drops. Rental agencies must provide documentation of the flame spread labeling for submittal with application. Stages and bleachers must include product approvals that are supplied by the manufacturer.

25. **FIREWORKS** (Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event? Yes _____ No _____

26. **FOOD**

Will food be served at the event? Yes _____ No ✓

If yes, is the food provided by a Non-Profit _____ or For profit _____ organization?

Is the food Free of charge _____ Available for purchase _____

Please list the types of food you are serving:

Will any of the following types of cooking equipment be used on site: Fryers? _____ Charcoal Grills? _____ Propane Grills? _____ Concession trailers? _____ Open fires? _____ Warmers? _____ Sterno? _____ Smokers? _____ Hoods? _____ Refrigerators? _____

27. **Sale of Merchandise.**

Are you requesting approval to offer other items for sale at the event? Yes _____ No _____

List items for sale:

28. **EVENT CONTRACTOR**

Please provide the contact information of your event contractor, if applicable: N/A

29. **ALCOHOL**

Are you proposing alcohol to be served or sold at the event? No

If yes, please provide copy of appropriate State license.

Provide details of time, location and who will be selling / providing the alcohol.

30. **PERMISSION OF THE PROPERTY OWNER**

An event held on property that is not owned by the applicant requires the permission of the property owner. Include a notarized affidavit in the permit submittal including the beginning and ending dates.

31. **RIDES** (rides may require a State of Florida inspection)

Are rides to be included in the event? Yes _____ No ✓

Types: Mechanical/Electrical _____ Inflatable (bounce house etc.) _____ Manual (slides, trampolines) _____

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

32. **FIRE WATCH or EMS onsite**

If required by the Fire Marshall, the applicant shall for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment, the cost of which is the responsibility of the applicant.

33. **LICENSES**

Please list the vendors and contractors that will be on site at the event. Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30-days in advance of the event.

34. **INDEMNIFICATION**

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

35. **INSURANCE.** Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days written notice required for cancellation.

An approved form of a certificate of liability insurance shall be provided the Town at least 30 days prior to the event date.

36. STATEMENT OF BENEFIT

If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code and shall be included here or attached to this application. If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

Statement of Benefit

(Insert here or attached)

37. DEADLINE TO SUBMIT REQUIRED DOCUMENTS

All required documents shall be provided not later than 30-days prior to the event date.

Approval for this event shall expire without future action of the Town if all documents such as insurance certificates, health and liquor licenses, BSO police detail contract(s), MOT Plan, Solid Waste Plan and other material requirements are not submitted at least 30-days prior to the event.

38. EVENT CONDITIONS

If the event is approved by the Commission, they will establish the event conditions that the application shall abide by during the event.

Standard Conditions shall include, but are not limited to the following:

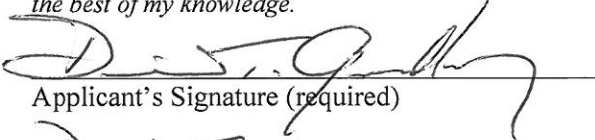
- a The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
- b The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
- c Permission for this event may be suspended or modified by the Commission.
- d The Applicants shall submit a solid waste and recycling plan for approval at least 30-days prior to the event to the Municipal Services Director. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area.
- e The event sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at ____ pm.
- f Parking: _____
- g The Applicants shall provide written notice to all properties affected by this event by ____, 2013. The notice and the distribution area shall be approved by the Town prior to distribution.
- h The Town Manager may suspend permission for this event due to failure of the Applicants to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.

Applicant's Certification

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances or statutes.

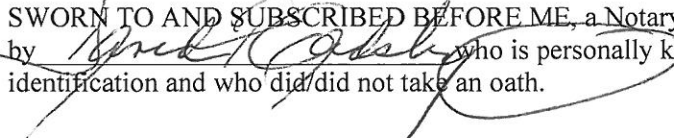
Additions and/or revisions to this application shall be submitted in writing.

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature (required)
DAVID T. GADSBY
Applicant's Printed Name and Title/Organization

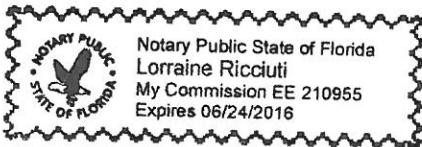
10/28/15
Date
954-695-2757
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by  who is personally known to me/provided _____ as
identification and who did/did not take an oath.

My Commission Expires:


Notary Public, State of Florida



DETAILED SITE PLAN

A detailed map of the event site **MUST** be drawn here or attached to this application.

The following must be identified and labeled:

- | | |
|--|---|
| 1. The site of the event (label streets, etc.) | 6. Canopies, tents, stages |
| 2. Routes for races, parades, etc. →→→ | 7. Alcohol serving/consuming areas |
| 3. Fencing (if known) X—X—X | 8. Barricades (if known) |
| 4. First aid facilities + | 9. Off duty police officers (if known) |
| 5. Restroom facilities (incl. portable) | 10. Rides and Amusements |
| 6. Parking (location and number of spaces) | 12. Signs (location, size, color and wording) |

SEE ATTACHED

SITE PLAN DETAILS

E
N ← S
W

CONDO

4564 ← Empty PARK →

← BUS LOADING & UNLOADING
10:00 AM to 11:00 AM — 5:30 PM to 6:30 PM

← 1 NORTH BOUND LANE OPEN ←

← Z ← EL MAR DRIVE → S →

→ 1 SOUTHBOUND LANE OPEN →
10:00 AM to 11:00 AM — 5:30 PM to 6:30 PM

→ BUS LOADING & UNLOADING →
4565 4561 4553

BEACHSIDE VILLAGE RESORT
BVR

WASHINGTON

Site plans often do not include details that are necessary to issue a permit and delays are caused by rejections of initial applications. The following details are intended to be a guide to assist you in developing a site plan. A current survey of the property is most helpful. If a survey is not available a drawing depicting the area of the event should include these details, as necessary. More than a one page site plan may be included in your application if details of specific areas are important to your event.

Cooking Areas (cooking areas may need to be separated from public areas with fences or barricades)
Canopy locations (include the use, such as shelter or vending and the size of the canopy)
Tent locations (sales, food service, etc. Large tents will require illuminated exit signs and fire extinguishers)
Fuel Storage and dispensing areas
Vendor locations (booths or tables and approximate size)
Fire lanes (emergency access for fire equipment and EMS)
Trailers on site (sleeping facilities, service trailers, displays, etc.)
Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
Fire Extinguishers
Generators
EMS stand-by or Fire watch areas (include first aid stations)
Fences barriers and gates
Locate electrical equipment, permanent and temporary (temporary electrical installation will be to code)
Rides, demonstrations, performance areas and stages
Traffic routing and road closures
Parking areas
Trash receptacles
Smoking and No Smoking areas
Dimensions (to determine if available site will support all of the proposed activities)
Pedestrian walkways
Fences and gates
Ticket Kiosks
Access Control points
Signage



Agenda Item Memorandum

Development Services

Department

Bud Bentley

Assistant Town Manager

COMMISSION MEETING: December 8, 2015

<input type="checkbox"/> Presentation	<input type="checkbox"/> Reports	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Resolution	<input type="checkbox"/> Quasi-Judicial	<input type="checkbox"/> Old Business	<input type="checkbox"/> New Business

SUBJECT TITLE: Special Event Application for A1A Half Marathon proposed for Sunday, February 14, 2016.

EXPLANATION: This reoccurring event is proposed to be held on Sunday, February 14, 2016. There will be runners in Town from about 7:00 a.m. to noon. The special events application is attached (**Exhibit 1**). The event starts in downtown Fort Lauderdale at the Museum of Discovery and Science with the turnaround point in Pompano Beach north of Atlantic Boulevard and then goes south to end at the South Beach Park in Fort Lauderdale (map in Exhibit 1).

While in Lauderdale-By-The-Sea, the runners will turn east on Palm Avenue to El Mar Drive and then west on Pine Avenue to A1A and then northbound. The returning runners will follow that same course.

This event requires a special event permit since the event organizers wants to set-up a medical stop as well as a water stop for event participates. Last year, the medical tent was set-up at El Prado Park; however, this year the Sunday race day conflicts with the Footvolley event proposed for the beach east of El Prado Park. We have suggested to the race organizer that we can accommodate their rest and medical tent at the Villa Caprice parking area next to the Palm Portal and we are waiting for a response.

RECOMMENDATION: We recommend approval of the event with the following conditions:

1. The Applicant shall provide written notice to all properties affected by this event by February 1, 2016. The notice and the distribution area shall be approved by the Town prior to distribution.
2. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Police Chief shall arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Applicant shall reimburse the Town for this expense.
3. The Municipal Services Director's approval is required for the event's trash collection plan, which shall include recycling waste receptacles near the water stop. The Applicant shall provide containers for their event and ensure that their containers in the event area are emptied during the event as needed and removed within a reasonable time after the event.
4. Lane Closings and Parking:
 - a. A race lane will be established on Palm and Pines Avenue (to/from A1A to El Mar Drive) and the northbound and southbound median lanes of El Mar Drive will be closed at 6:00 a.m. and reopen at noon.

Agenda Memorandum

Page 2



- b. Town parking meters (#122 - #129 and #136 - #145) will be pre-paid at least one week prior to the event by the applicant at the hourly rate of \$2.00 per hour.
 - c. The race course shall be delineated with proper barriers during event by the traffic control contractor of the Applicant and removed immediately following the event. These barriers shall be removed no later than 1:00 p.m. on Sunday.
5. No electric or gas shall be used for the event.
6. The event site shall be organized in a safe manner to protect attendees.
7. The Applicant has indicated that no signage will be erected other than race directional signs. Any signs placed for the event shall not obstruct traffic sight lines.
8. Insurance: The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. ~~*Not applicable.* A Certificate of Liquor Liability Insurance written in comprehensive form in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage shall be provided by the Applicants and the party serving or selling the alcohol.~~
 - c. No required policy shall have deductible or self-insurance retention greater than \$15,000.
 - d. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition.
 - e. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage.
 - f. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.
 - g. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicants (the "subapplicant"), the subapplicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicants are applying, as if they were the Applicants and shall be held responsible for compliance with the Town Code as if the subapplicant were the Applicants.
9. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this event shall expire unless the Town Manager finds there are extenuating circumstances that the event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea or those attending the event without increasing the administration costs of the Town.

Agenda Memorandum

Page 3



-
10. The Town Manager may suspend permission for this event or required changes in the site plan due to conflicting activities, failure of the Applicant to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
 11. Upon showing by the Applicant of a valid reason, the Town Manager may approve minor logistical changes that are consistent with the Commission's past policy direction on special events.

EXHIBITS: 1 – Special Event Application

Reviewed by Town Attorney

☐

Yes

☒

No

File: T:\0 Agenda\12-8-15 Commission\Dev Services\A1A Half Marathon\12-08-16 AM_A1A Marathon.docx



SPECIAL EVENTS APPLICATION

This completed application must be submitted 60 days prior to the date of the event together with a \$100 application fee to: Assistant Town Manager, Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308-3610.

This application is available on the Town website at www.lauderdalebythesea-fl.gov.

Questions: Phone: 954-776-3611 or email ATM@lauderdalebythesea-fl.gov

Special events are approved by the Town Commission. The Special Event Permit will state all of the conditions that shall be met for the event to be held. The applicant shall be responsible for securing and paying for all licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.

1. Name of event: **Fort Lauderdale A1A Marathon/ Half Marathon**
2. Day and date of event: **Sunday, February 14, 2016** New event___ Returning event **X**___
3. Location where event will be held: **SR A1A to Palm, El Mar, Pine, A1A**
4. Description of Event: **Running Event-Marathon**
5. Name and address of sponsor or hosting organization: **Exclusive Sports Marketing**
18 NW 18th Street, Delray Beach FL 33444
6. Name(s) of local contact person(s) who will be present each day of the event: **Diogo Sousa**
Mailing address: **Same as above**
Daytime phone#:Evening phone#: Mobile phone#: **954-446-3955**
Email: **diogo@exclusivesports.com** Fax#: **954-446-3955**
7. What is the actual beginning and ending time of the event?6am-12pm (LBS 7am-12pm)
Start of set-up time? **4AM** End of tear-down time? **2PM**
8. What type of audience is the event planned for? **Runners and Families**
9. How many participants do you anticipate? **500-1000** spectators? **100** adult volunteers? **20**
10. Are there fees for the participants or spectators? **YES** Will fees be collected on-site? **NO**___

DETAILED SITE PLAN (required)

The Town of Lauderdale-By-The-Sea
Special Event Application

11. A detailed site plan must be included with the application. Draw a plan on page 6 or attach separately to this application. Identify any street closures or public parking areas affected. Briefly describe the proposed route for parades, runs, walks, etc and include route on detailed site plan.

See Attached-NB Median Lane (Outgoing runners-West Side) and NB Outside lane (Ocean Side, East Side, for returning runners)

STREET CLOSURES

12. Are you requesting that any public streets be closed for the event? **Yes**

If yes, indicate the streets and blocks and times the closure is requested:

NB lanes of A1A to Palm, El Mar, Pine, and Back onto A1A (using SB and NB Median Lanes)

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

13. Please list your traffic control contractor, if applicable: **All American Barricades**

VEHICLE LOADING/UNLOADING

14. Are you requesting that vehicles be permitted to load/unload in non-metered areas? **NO**

If yes, please indicate the location and times loading and unloading would occur: _____

PARKING

Include detailed site plan indicating how on and off street parking will be accommodated. Information on signage must include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the event and their approximate size. If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Applicant shall be responsible for restoration of any damage to Town property

15. Are you requesting use of Town parking meter spaces for the event? **Yes**

If yes, provide the meter numbers on the site plan and purpose for which they will be used.

*Avoid Parking so runners can use lanes uninterrupted

Unless the parking meter fees are waived by the Town Commission, all fees must be paid at the beginning of the month of the event.

The Town of Lauderdale-By-The-Sea
Special Event Application

SIGNAGE

Will signs be erected for the event? **NO** Number of signs _____ Size _____ sq.ft.

Location of signs _____

Locate signs on detailed site plan.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Applicant is responsible for additional code compliance officers to ensure compliance with Town codes.

16. Do you anticipate hiring off duty police/code compliance officers for your event? **Yes**

ANIMALS

17. Any exhibition or similar undertaking in which animals are required to participate in performances for the amusement or entertainment of an audience is subject to Town Commission approval. Are animals included in your event? **No**

SOUND SYSTEMS

18. Request to use amplified sound on public property-the following is requested: **No**
 _____ Amplified sound/speaker system _____ Live music _____ Recorded music

CLEAN UP AND TRASH REMOVAL

Clean up of the event area immediately following the event, including trash removal, is the responsibility of the applicant.

19. Please name the contractor or organization, including phone number who is responsible for:

Clean up of the event site: **Exclusive Sports Marketing**

Removal of trash from the event site: **Exclusive Sports Marketing**

TOWN UTILITIES

Electrical power and/or water supply is the responsibility of the applicant. A fee is required, paid in advance, to use Town utilities. Indicate generators and fuel storage locations on the detailed site plan.

20. Will the event require the following on public property?

NO Electrical power-Describe use: _____

NO Water – Describe use: _____

The Town of Lauderdale-By-The-Sea
Special Event Application

VEHICLES ON PARK GROUNDS

21. Vehicles are not allowed to drive or park randomly on the turf of Town property or park grounds due to extensive underground irrigation systems that sustain damage when vehicles drive across them.

RESTROOMS (refer to item #9)

22. Will additional restroom facilities be brought to the event site? **NO** If yes, how many? _____

A Broward County permit is required for portable toilets. The number of portable toilets required for events with fewer than 1500 participants is as follows; 1 toilet per 75 males, 1 per 40 females. Ratio of male to female is 50/50. Separate male and female handicap accessible restrooms are required. Business locations that exceed the required # of restroom facilities may count the extra facilities toward calculating the total number required. For additional information, please contact the Building Department at 954-492-1830.

TENTS/CANOPIES/STAGES

Tents, canopies (larger than 120 sq.ft. or multiple tents without separation) and stages require a Broward County Permit, contact Broward County.

23. Please indicate if any of the following will be assembled at the event and locate on the site plan.

____ Tent (size: ____ x ____) **1** Canopy (size **10x10**) ____ Stages ____ Bleachers
***on site plan-Medical Stop**

The use of tents requires a review by the LBTS Fire Marshal, with approval labels attached to the tents and canopies. Tents are generally defined as temporary structures having two or more sidewalls or drops. Rental agencies must provide documentation of the flame spread labeling for submittal with application. Stages and bleachers must include product approvals that are supplied by the manufacturer.

FIREWORKS (Fireworks require a separate permit approval process and application)

24. Are you requesting approval to discharge fireworks at the event? **No**

FOOD

25. Will food be served at the event? **No** If yes, is the food provided:

Free of charge ____ Available for purchase ____ Non-Profit ____ For profit ____

Please list the types of food you are serving: _____

Cooking Equipment: Fryers? ____ Charcoal Grills? ____ Propane Grills? ____ Concession trailers? ____
Open fires? ____ Warmers? ____ Sterno? ____ Smokers? ____ Hoods? ____ Refrigerators? ____

Are you requesting approval to offer other items for sale at the event? **No**

List other items _____

EVENT CONTRACTOR

The Town of Lauderdale-By-The-Sea
Special Event Application

26. Please name your event contractor, if applicable: _____

ALCOHOL

27. Are you requesting that alcohol be served or sold at the event? **NO**
If yes, please provide copy of appropriate State license.

PERMISSION OF THE PROPERTY OWNER

28. An event held on property that is not owned by the applicant requires the permission of the property owner. Include a notarized affidavit in the permit submittal including the beginning and ending dates.

RIDES (rides may require a State of Florida inspection)

29. Are rides to be included in the event? **No**

Types: Mechanical/Electrical _____ Inflatable (bounce house etc.) _____ Manual (slides, trampolines) _____

Include a copy of the contract(s) with any provider of rides, mechanical devices and amusements.

FIREWATCH

30. If determined in the review of the application, the applicant must provide for a fire watch and/or an EMS Crew during the event. Large events or those using combustible materials may require qualified stand-by personnel and the appropriate equipment.

LICENSES

31. Copies of State and County licenses for vendors and contractors, as required.

INDEMNIFICATION

32. Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

The Town of Lauderdale-By-The-Sea
Special Event Application

STATEMENT OF BENEFIT

33. If the applicant is seeking sponsorship/co-sponsorship from the Town of Lauderdale-by-the-Sea, a Statement of Benefit is required by Town Code and must be submitted with application.

Insurance Certificates or Binders establishing proof of coverage of general liability insurance listing the Town of Lauderdale-By-The-Sea as additionally insured must be provided for permit to be issued. An approved form of a certificate of liability insurance must be received 30 days prior to the event date.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application is not permission to violate any laws, ordinances or statutes. The Sheriff's Department has the authority, in the interest of the public welfare, safety, or order to terminate the event without notice. Additions and/or revisions to this application shall be submitted in writing.

The Applicant shall keep safety inspection and financial records of the event sufficient to document all revenues generated by the event. These records shall be open for audit by the Town in the event the Town acts as sponsor or co-sponsor of the event.

Diogo Sousa
Applicant's Signature (required)

11-09-15 Date

Diogo Sousa/ VP of OPS
Applicant's Printed Name and Title/Organization

954-446-3955
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by _____ who is personally known to me/provided _____ as
identification and who did/did not take an oath.

My Commission Expires:

Notary Public, State of Florida

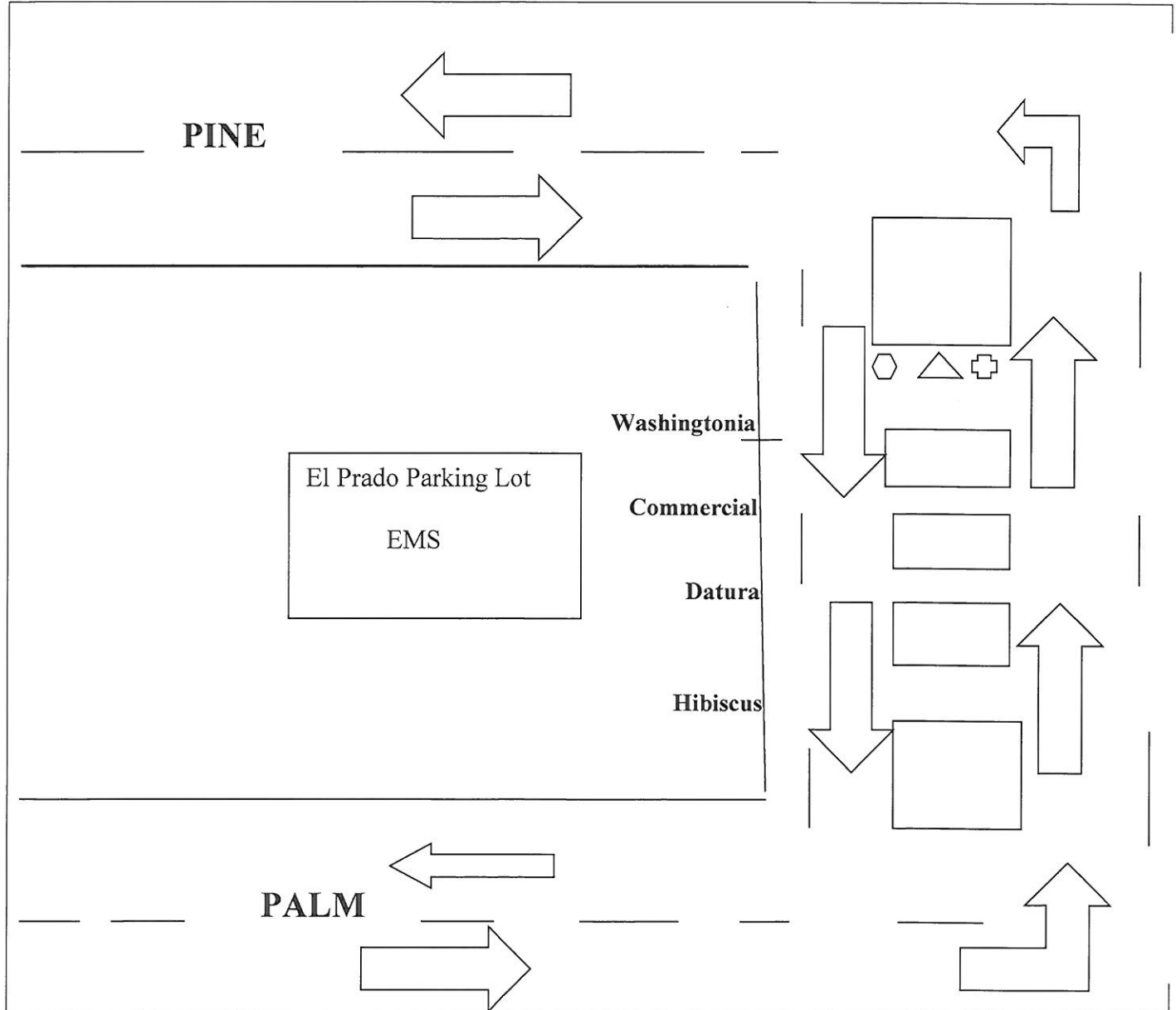
The Town of Lauderdale-By-The-Sea
Special Event Application

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- | | |
|--|---|
| 1. The site of the event (label streets, etc.) | 6. Canopies, tents, stages |
| 2. Routes for races, parades, etc. →→→ | 7. Alcohol serving/consuming areas |
| 3. Fencing (if known) X—X—X | 8. Barricades (if known) |
| 4. First aid facilities + | 9. Off duty police officers (if known) |
| 5. Restroom facilities (incl. portable) | 10. Rides and Amusements |
| 6. Parking (location and number of spaces) | 12. Signs (location, size, color and wording) |



Medical + 10x10 △ Water Stop ○

The Town of Lauderdale-By-The-Sea
Special Event Application

SITE PLAN DETAILS

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Fuel Storage and dispensing areas

Vendor locations (booths or tables and approximate size)

Fire lanes (emergency access for fire equipment and EMS)

Trailers on site (sleeping facilities, service trailers, displays, etc.)

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fire Extinguishers

Generators

EMS stand-by or Fire watch areas (include first aid stations)

Fences barriers and gates

Locate electrical equipment, permanent and temporary (temporary electrical installation will be to code)

Rides, demonstrations, performance areas and stages

Traffic routing and road closures

Parking areas

Trash receptacles

Smoking and No Smoking areas

Dimensions (to determine if available site will support all of the proposed activities)

Pedestrian walkways

Fences and gates

Ticket Kiosks

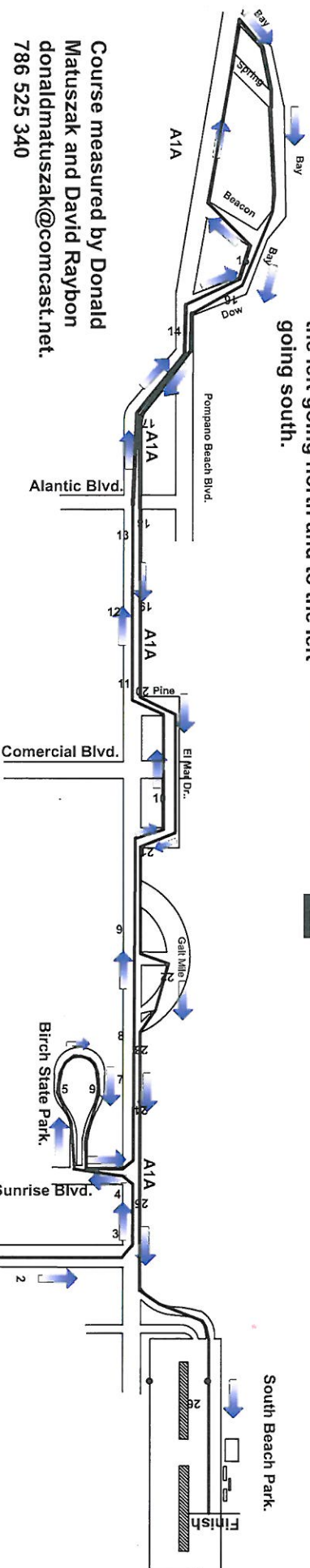
Access Control points

Signage

A1A Marathon, Ft. Lauderdale, FL.

Race will be in the north bound lane of A1A. Runners will stay to the left going north and to the left going south.

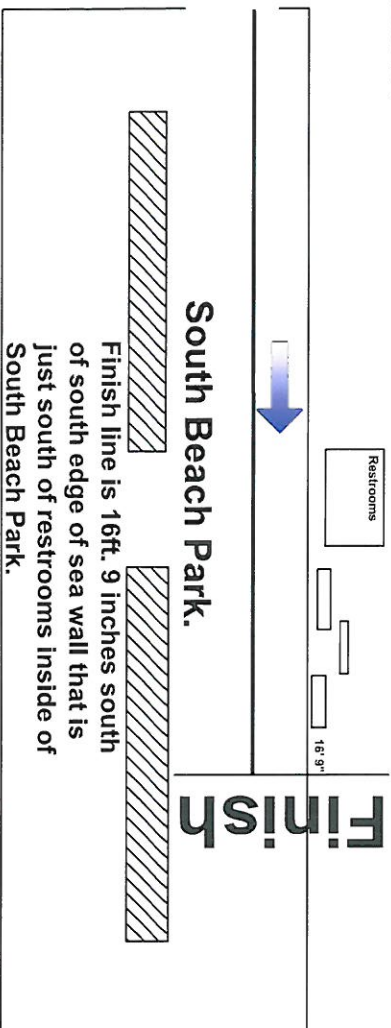
N



Course measured by Donald Matuszak and David Raybon
donaldmatuszak@comcast.net.
786 525 340

JSATF #FL10105EBM. Effective
till 12/31/2020.

Finish Details:

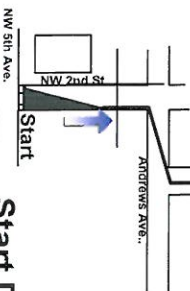


South Beach Park.

Finish line is 16ft. 9 inches south of south edge of sea wall that is just south of restrooms inside of South Beach Park.

Start Details:

Start is even with west edge of brick crosswalk at corner of NW 5th. Ave. and NW 2nd. St. at Ft. Lauderdale Discovery Museum.



Race will be in east bound lane of Los Olas Blvd.



Agenda Memorandum

Administration

Department

Connie Hoffmann

Town Manager

COMMISSION MEETING DATE: December 8, 2016
--

- | | | | |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2016 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: REDUCED HOURS ON CHRISTMAS EVE

EXPLANATION: We have traditionally closed at mid-day on Christmas Eve as it is very slow and to allow our employees time to be with their families and prepare for the holiday.

RECOMMENDATION: Authorize town hall to close at 1 pm on December 24th and for Town employees to be given 4 hours of holiday time for that day.

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

File: T:\0 Agenda\AM Dec 24th holiday.docx

Agenda Memorandum

Page 2





Agenda Item Memorandum

Administration

Department

Connie Hoffmann

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 8, 2015 – Regular Meeting 7:00 PM	

*Subject to Change

- | | | | |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

☐ **FY2015 – PART OF THE STRATEGIC PLAN:**

SUBJECT TITLE: CANCELLATION OF THE DECEMBER 22, 2015 TOWN COMMISSION MEETING

EXPLANATION: The 2nd regular Commission meeting is scheduled for December 22nd. We have traditionally cancelled the 2nd meeting in December for the Holidays as there are no pressing issues at this time.

EXPECTED OUTCOME: Commission consensus on cancelling December 22nd Town Commission Meetings.

Reviewed by Town Attorney

☒ Yes ☐ No



Agenda Memorandum

Office of the Town Manager

Department

Bud Bentley

Assistant Town Manager

COMMISSION MEETING DATE: December 8, 2015

- | | | | |
|---------------------------------------|---|--|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

SUBJECT TITLE: **Authorize the Town Manager to Select Legal Representation to Collection Moneys Owed the Town by Progressive Waste Solutions.**

EXPLANATION: In July 2013, the Solid Waste Disposal Rates decreased 36% and Waste Services of Florida (WSI) (name change to Progressive Waste Solutions in November 2013) was required to remit the savings to the Town.

In October 2013 the monthly Solid Waste rates were reduced so all customers received a 5% saving on their monthly rates. The October rate of \$14.37 for a single family and duplex waste cart included \$2.06 that Progressive was required by contract to remit to the Town to cover the expense for a new maintenance worker for the Oceanfront Center and other solid waste related expenses. *This is the money we used to successfully keep the collection rates unchanged in Fiscal years 2014 and 2015.*

Section 6.6.1 was included in the 2012 Restated Agreement to clarify that the Town had the authority to provide “Additional Services”; the cost of which was included in the customer’s monthly solid waste collection bill.

- 6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN’s option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

The change in rates in July and October 2013 were the first time the Town exercised Sec. 6.6.1; however, Progressive did not start making the required payments to the Town. As the Commission may remember, the Commission consented to the acquisition of Choice Environmental by Waste Services on July 9, 2013. Waste Services changed its name in November 2013 to Progressive Waste Solutions. During this period of time, Progressive had changes in personnel and was expanding operations in South Florida.

Agenda Memorandum

Page 2



We presented written demands for payment in January but Progressive has been unresponsive and has not addressed this delinquency despite repeated requests, communications and meetings. We believe that more than enough time has passed and it appears litigation may be necessary to recover the moneys owed the Town.

By our calculations, Progress owes the Town \$164,539.86 plus interest of \$50,041.51 for a total of \$214,581.38 as of December 8, 2015. Simple interest accrues at the rate of \$575 per week (18.25% per the contract).

The Town Attorney cannot represent the Town in this matter as Weiss Serota Helfeman Cole & Bierman, P.L. represents Progressive in Dade County.

RECOMMENDATION: We recommend the Commission authorize the Town Manager to retain legal counsel to represent the Town in this matter up to the extent of her purchasing authority (\$15,000).

Prior to exceeding \$15,000 in legal fees or before filing litigation, we will update the Commission on our progress to resolve this delinquency and seek Commission approval to proceed.

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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File: T:\0 Agenda\12-8-15 Commission\Admin\Outside Counsel Progressive Owes\12-8-15 AM Counsel for Proppressive Owes.docx



Agenda Memorandum

Department of Finance

Department

Tony Bryan

Finance Director

COMMISSION MEETING DATE: December 8, 2015

- | | | | |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: Ranking of Proposals for IT Support Services

EXPLANATION:

The Town issued an RFP soliciting proposals for IT Support Services and we received proposals from 7 different vendors. An Evaluation Committee consisting of the Assistant Town Manager and the Finance Director met to review and evaluate the proposals. The Committee looked at several factors including cost, references, proximity, and the proposer's approach to providing services. Based on these criteria the Committee identified the current IT Support contractor, GiaSpace, and EvolvTec as the two top ranked proposers.

Giaspace: GiaSpace proposed to renew the existing agreement at the same rate (i.e., \$2,500 per month for their Managed IT Services Bundle which includes management of the network devices and unlimited desktop support), plus \$125 per hour for any work that is not covered by the fixed fee. Additionally, GiaSpace has indicated that they are willing to make certain hardware upgrades and complete the following projects at no additional cost to the Town:

- Purchase a new server and migrate data and software from the Finance and / or Development servers (which are nearing the end of their useful lives) to the new server.
- Purchase and install a new more robust firewall / VPN solution.
- Verify disaster recovery and emergency operations procedures.

The value of these additional services is conservatively estimated to be \$10,350. (\$7500 for the hardware and labor at the lower rate of \$95 per hour)

EvolvTec: EvolvTec proposed to provide the services specified in the RFP for a fee of \$2,134 per month plus \$95 per hour for any work that is not included in the agreed upon scope of work.

The cost of the GiaSpace contract is \$90,000 over three years, while the cost of the EvolvTec contract is \$76,824 over three years, a difference of \$13,176. However, when you take into consideration Giaspace's offer to upgrade hardware and provide additional services at no cost, the difference between the two proposals is reduced to \$2,826. Given such a small difference we feel that it's better to stick with GiaSpace than to undertake the risk and effort associated with changing IT Support providers.

Agenda Memorandum

Page 2



RECOMMENDATION: Authorize the Town Manager to negotiate and execute a 36 month IT Support agreement with GiaSpace at a cost of \$2,500 per month after the form of the agreement is approved by the Town Attorney

Exhibits:

- A. GiaSpace Proposal**
- B. EvolvTec Proposal**

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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File: T:\0 Agenda\AM Finance.docx

October 30, 2015

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Re: Letter of Transmittal for Lauderdale-by-the-Sea RFP No. 15-10-01

Dear Town Clerk:

GiaSpace is pleased to present its offer in response to RFP # 15-10-01 to provide the Town of Lauderdale-By-The-Sea with IT Support Services consisting of: Server, Network and Desktop Support. We appreciate the opportunity to re-bid on these services. The past 3 years have allowed us to become familiar with your IT infrastructure as well as with your staff members. Our hallmarks are outstanding performance and pricing which is fair and equitable to the town.

Should you require clarification or additional information for any component of this proposal, we would be happy to do so.

The following is the name, title and contact information of the individual authorized to negotiate this contract with the town in connection with this requirement:

Marina Giannini, President
GiaSpace
6550 N. Federal Highway
Suite 300
Fort Lauderdale, FL 33308
954.255.1757

Upon review of the solicitation, we understand that the Town is seeking a provider to manage their four servers comprising of their LAN, their firewall, their backups, as well as general day to day support services which can include software, hardware, account maintenance etc. GiaSpace also understands the Town needs network and desktop support.

Through GiaSpace's proven operations model, we successfully customize and deliver managed services solution that are cost effective. We dedicate a team of IT professionals to monitor, manage and supplement (or replace) internal IT departments. Providing a consistent team ensures you know GiaSpace understands your unique environment and complexities. IT services for any company becomes the backbone of the organization. We take every client and project with the upmost importance. Our operations model demonstrates our commitment. Based on your requirements and desires, our dedicated team can work on site or off site or any combination based on your comfort level.

Our Managed IT Services solution will include Server Management/ Monitoring and Proactive support with Server Antivirus for the following four servers covered:

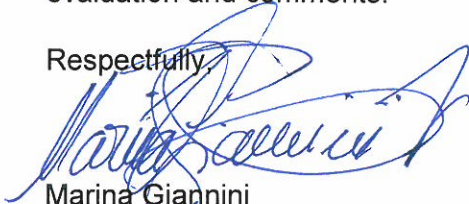
1. Clerk-SBS- SBS 2011
2. Finance Server – Server 2003SP2 (EOL)
3. Development Server- Server 2003R2 SP2 (EOL)

GiaSpace will provide the following services:

Server Management is defined as: <ul style="list-style-type: none">✓ Microsoft Patch Management✓ Event Log Monitoring✓ Log File Maintenance✓ Drive Space Monitoring✓ Printer Setting Management✓ User Account Administration✓ Exchange Maintenance and Administration✓ File Sharing Permission Administration✓ Security Administration✓ Virus Definition & Prevention✓ Backup Monitoring✓ Recommendation of necessary software and hardware upgrades✓ Managed onsite Backups	Network Management is defined as: <ul style="list-style-type: none">✓ ISP Management✓ Firewall Management✓ Changes needed by Vendors	Desktop Support Hardware and Software technical support including Equipment installation
---	---	--

We thank you again for the opportunity to participate in the proposal and look forward to your evaluation and comments.

Respectfully,



Marina Giannini
President

Town of Lauderdale-By-The-Sea
Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

IT Support Services

Request for Proposal 15-10-01

Submitted on October 30, 2015 by:



Giaspace
online

*SBA certified 8(a) company
Broward County CBE/SBE certified company*

GiaCare Inc. DBA GiaSpace
Contact: Marina Giannini
6550 N Federal Hwy, #300
Ft. Lauderdale, FL 33308
Local 954-255-1757
Toll Free 866-GIA-SPCE

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

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IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

Organization Profile and Qualifications

GiaSpace is a local South Florida Information Technology Solution Provider with over 17 years of experience. We offer knowledgeable and courteous customer service. We have a staff of 16 full time employees. When you contact GiaSpace, you will find our service delivery to be seamless, predictable, proactive and professional.

Services we offer

- Managed IT Services
- Hosted Managed IT Services
- Voice over IP (Voip)
- PC/Servers/Network Installations
- Offsite Backups
- Product Procurement
- Cloud Services

Here are some of the benefits GiaSpace Managed IT Solution's provides:

- First line IT helpdesk for local and remote users
- Monitoring and alerting on all your major systems
- Full security management
- Server management
- Proactive maintenance
- Manageable budget

GiaSpace Point of Contacts for the Town of Lauderdale By The Sea:

The team is comprised of experienced engineers:

Team Member	Role Defined
Robert Giannini, IT Director Supervisor for this Contract (Estimated percentage 10%)	Robert is a highly qualified engineer, with over 15 years of experience. He is result-oriented and an effective leader with depth technical knowledge. Robert has worked with major corporations such as HP, Compaq, Smith Barney, SunTrust, WSVN (Channel 7) to name a few. He specializes on migrations, virtualization solutions, VoIP Solutions and helps assist IT departments achieve technical productivity. As the primary supervisor for this proposal, Robert will assess your infrastructure and provide you with the best practice solutions for your organization.
Serdar Sirin Sr Engineer Main Contact (Estimated percentage 55%)	Serdar has specialized on Server management. He will be assigned to your account to manage and maintain your servers and network infrastructure and will be the main contact for this proposal.
David Russell Desktop Support Helpdesk (Estimated percentage 35%).	David has extensive experience with helpdesk support, he has worked for companies with over 150 users. He will be responsible for ensuring the service requests are dispatched properly and will assist with day to day technical issues from end desktop users. He will work closely with the Sr. Engineer throughout the contract duration.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

**Documentation Indicating GiaSpace is authorized to
do business in Florida**



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2015-2016

BUSINESS TAX DIVISION
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301
(954) 828-5195

Business ID: 9900338 Business Name: GIASPACE INC
Business Address: 6550 N FEDERAL HWY # 300
Tax Category: COMPUTER SVC (CONSULT, MKT, ETC.) Tax #: 720715

Fee:

GIASPACE INC

6550 N FEDERAL HWY # 300
FORT LAUDERDALE, FL 33308

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: GIASPACE

Receipt #: 323-4443
Business Type: ELECTRONIC SERVICE REPAIRS (SUPPORT SERVICES)

Owner Name: GIACARE INC
Business Location: 6550 N FEDERAL HWY 300
FT LAUDERDALE
Business Phone: 954-255-1757

Business Opened: 06/06/2009
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GIACARE INC
6550 N FEDERAL HWY 300
FORT LAUDERDALE, FL 33308

Receipt #WWW-14-00125240
Paid 08/04/2015 33.00

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

**Resume's of Technical Personal Assigned to this
Contract**



Serdar Sirin
Senior Engineer

Technical Skill

Microsoft Exchange 2003/2007/2010/Office365, Webroot, Datto, Shadow Protect, HyperV, Barracuda Anti-Spam Firewall, Barracuda Archiver, Cisco Meraki Switches and Firewall, Systems Center Configuration

Manager (SCCM), Mac OS 9/10, Microsoft Windows 7/8/10, Microsoft Server 2003/2008 (Active Directory), Microsoft Exchange2010, Microsoft SQL Server 2005. Configuration Manager (SCCM), Microsoft Office 2007/2010/2013/2016, Symantec Ghost, Microsoft Deployment Tool, Microsoft Remote Manager, Cisco VPN Client, Citrix GoToAssist, LogMeIn.

Professional Experience

GiaSpace

Senior Engineer-

Provides technical remote/phone/onsite support for employees of corporate customers.

Assists users in troubleshooting Outlook

Provides support for Microsoft Operating Systems (Windows7, Windows 8).

Provides support for mobile devices including configuration and email sync.

Windows Server 2008-2012 Implementation and Troubleshooting (Active Directory, DNS, DHCP, Clusters, VPN)

(Group Policies, User Management, Scripts, User Shares, VPN)Utilizes Active Directory database to reset passwords and create users.

Assists users in adding and changing network printers.

Provides technical support for VPN connectivity issues.

Controls user's computers utilizing remote access tools.

Provide Voip phones configuration, provisioning and troubleshooting

Troubleshoots remote access connectivity problems.

Performs troubleshooting to isolate and diagnose common system problems.

Document system events to ensure continuous functioning.

Provide technical support for the Wide Area Network (WAN)/Base Area Network (BAN)/Local Area Network (LAN) architecture

Provide

TechZilla

Technical Specialist - Expedite and diagnose computer hardware and software issues through telephone and email communication with customers nationwide in a call center location. Customers' devices ranged from routers and laptops to iPhones and tablets.



Office Depot

Tech Depot - Diagnosing and repairing computer and printer hardware, as well as (but not limited to): installing operating systems, removal of viruses, setting up personal networks replacing computer components and working directly with clients to resolve issues with their hardware.

Landscape & Natural Resources

IT Specialist/Webmaster- Technical support for end users, both on site and remote. Maintained company website.

Education

University of Central Florida - Orlando, FL Bachelors of Arts, Digital Media 2010



Giaspace
esliac

David Russell
Helpdesk Specialist

Giaspace

Helpdesk Specialist

Troubleshoot hardware and software.

Manage daily Help Desk requests and resolve issues within SLA requirements.

Document resolutions.

Maintain and monitor Active Directory status at Domain level.

Configure new users on domain joined computers.

Create new user accounts for internal IM messaging system.

Configure and ensure daily backup routines are completed

Setup and maintain network printers (Xerox)

Migrated workstations

Create and configure file shares on file server for special projects.

Remove old Anti-Virus software from client workstations and install new A/V software

CCTV Tech Support

IT HelpDesk

Interact with customers via telephone, e-mail, remote access, etc. providing technical support and problem solving abilities to provide resolution to Help Desk Services. Build and test DVRs and cameras for CCTV systems. Set up and repair computers within network. Ensure that all systems were able to connect to network printer.

Teleperformance

AT&T DSL Tech Support

Make outbound courtesy calls to insure that the customer's high speed internet is working properly and to troubleshoot any problems from viruses to setting up printers, modems and other hardware.

Education

Sheridan Technical Center 2012

Completed Computer Information Systems and Network Administration programs. Obtained CompTIA A+ Certification after graduating.

Skills

- CompTIA A+ Certification (Testing for Network+ certification)
- Proficient in Windows, Mac OS, and UNIX Platforms
- Printer Support
- Microsoft Office
- Virus/Spyware Removal
- Network Support



- Installation of voice and data cables
- CAT 5, CAT 5E, CAT 6 UTP or STP (T1 /Ethernet 568B Wiring)
- Installation and Troubleshooting of both Hardware and Software

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

RFP FORM A

Proposer: GiaSpace

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

1.1. The correct and full legal name of the Proposer is: GiaCare Inc dba GiaSpace

1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Marina Giannini - Sole Officer of the Corporation

2. Please describe your company in detail.
GiaSpace is a result oriented company that offers Managed Information Technology Solutions. We provide maintenance, service and support for all your IT systems. Our solutions simplify the technical experience and removes the complexity and minimize your risk. From hardware to software, both locally and hosted in the cloud, taking responsibility for making it work seamlessly. Our goal is to contain your costs while delivering superior services. We dedicate a team of IT professionals to monitor, manage and supplement (or replace) internal IT departments. Our professionals can work on site or off site based on your needs.

3. The address of the principal place of business is:
**6550 N Federal Highway Ste 300
Fort Lauderdale, FL 33308**

4. Company telephone number, fax number and e-mail addresses:
**Phone: 954.255.1757 ext 201
Fax: 954.765.7187
Email: marina@giaspace.com
Website: www.GiaSpace.com**

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

5. Number of employees: **GiaSpace has 16 full time employees**
6. Name of employees to be assigned to this Project:
Serdar Sirin- Sr Engineer
David Russell- Desktop Support Specialist
7. Company identification numbers for the Internal Revenue Service:
65-0866521
8. Provide Broward County occupational license number, if applicable, and expiration date:
323-4443 September 30, 2016.
9. How many years has your organization been in business? Does your organization have a specialty? **GiaSpace has been in Business since 1998, we specialized in IT Managed Services as well as Cloud hosted Services.**
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and cost of work completed.

Project/Contract	Firm	Duration	Cost	Renewed
Managed IT Support Services	Town of Lauderdale by the Sea	3 years	90,000.00	Yes
Managed IT Support Services	Value Care at Home	3 years	106,020.00	Yes
Managed IT Support Services	MedTrust Staffing, LLC	3 years	149,550.00	Yes

11. Have you ever failed to complete any work awarded to you? If so, where and why?

No, we have always completed successfully all work awarded to us.
12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Hosted Managed IT	Alternative Home Health	105,600.00	04/30/2016	75%
Hosted Managed IT Support	Sunbelt Graphics	99,900.00	11/30/2016	48%
Hosted Dedicated Servers	Windsor Jet Management	154,600.00	12/30/2016	45%
Managed IT Support Services	Salson Logistics	522,000.00	5/30/2017	25%

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

13. Provide the following information for any subcontractors you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
N/A		

The foregoing list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

RFP Form B

Proposer: GiaSpace

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Tony Bryan, Town of Lauderdale be the Sea
Title of Contact: Finance Director
Telephone Number: 954-640-4206 Fax Number 954-640-4236
2. Name of Contact: Joe Esposito, ECI Pharmaceutical's, LLC
Title of Contact: President
Telephone Number: 954-486-8181 X 109 Fax Number 954-357-2292
3. Name of Contact: Craig Hershovitz, MedTrust, LLC
Title of Contact: VP of Business Development
Telephone Number: 210-496-2323 Fax Number 866-559-9497
4. Name of Contact Vilma Sapp, Sunbelt Graphics, Inc.
Title of Contact Office Manager
Telephone Number: 954-424-3139

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

RFP Form C

Proposer: GiaSpace

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: GiaCare Inc. dba GiaSpace

Name of authorized representative of Proposer: Marina Giannini

PROPOSAL FOR IT SUPPORT

“Technical Support” is defined as technical advice and remote/onsite diagnosing and troubleshooting of computer related issues pertaining to the installation, configuration and troubleshooting of most commonly available applications, operating systems, platforms and devices (collectively referred to as “Supported Systems”). Support will be provided by a GiaSpace technical (hereafter “Technician”) by telephone, email, remote or onsite.

Technical support from 8:30am-5:00pm

Mon-Fri, with 24X7 Server and Network Monitoring w/ Proactive coverage. Any service needed after hours will require authorization from the customer and will be billed separately.

After reviewing the requirements presented by the Town of Lauderdale-By-The-Sea, we would like to present the following proposal:

Renew the existing Agreement at the same rate of \$2,500 a month with projects stated below at no cost to the Town of Lauderdale by the Sea. (3-year option available where we, GiaSpace will make the financial hardware investment for the Server to replace Dev/Finance and a new Firewall to replace SonicWALL up to the value of \$7,500) Please see below the breakdown.

All-inclusive Managed IT Services

Managed IT Services Bundle

\$2,500.00 a month

Services Included:

Managed IT Services

Server Management

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

Server Management/ Monitoring and Proactive support with Server Antivirus**Servers covered:**

Clerk-SBS-- SBS 2011

Finance Server – Server 2003SP2 (EOL)

Development Server- Server 2003R2 SP2 (EOL)

Server Management is defined as:

- Microsoft Patch Management
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Printer Setting Management
- User Account Administration
- Exchange Maintenance and Administration
- File Sharing Permission Administration
- Security Administration
- Virus Definition & Prevention
- Backup Monitoring
- Recommendation of necessary software and hardware upgrades
- Managed onsite Backups
- Antivirus Subscription

Network Management – SonicWALL (EOL)

Network Management is defined as:

- ISP Management
- Firewall Management
- Changes needed by Vendors

Desktop Support

Antivirus & Malwarebytes Subscription

Hardware and Software technical support including Equipment installation

Managed support has 24/7 monitoring

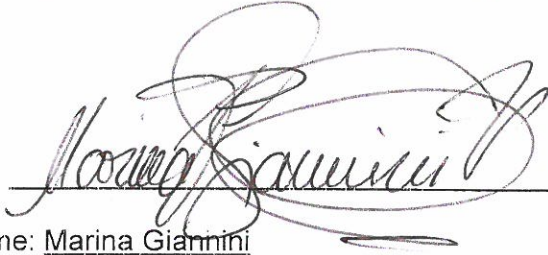
In addition, we agree to offer at no cost the following projects:

A. Verify disaster recovery and emergency operations related activity.	Estimate time 10hrs.
B. Recommend and install a more robust firewall / VPN solution.	Estimate time 5 hrs.
C. Migrate data and software from the Finance and Development Servers to new servers (or possibly to one new server).	Estimate time 15 hrs.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

Hourly Rates for Additional Work	
<u>Title</u>	<u>Hourly Rate</u>
Non contract work	125.00
After hours work – Emergency	150.00

By:



Date: 10/30/2015

Name: Marina Giannini

Title: President

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

RFP FORM D

Proposer: GiaSpace

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

GiaCare Inc dba GiaSpace

Name of Business

By:

Signature

Marina Giannini, President

Print Name and Title

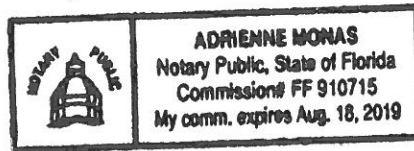
6550 N Federal Highway Ste 300

Ft Lauderdale, FL 33308

Mailing Address

State of Florida
County of Broward
10/30/2015





IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

Experience

GiaSpace's Technical experience has been mostly with commercial clients. We have found that implementing managed services has been cost effective and efficient for our customers, than delivering time and material work. We set each customer up within our helpdesk to manage SLA and issue tracking. This allows us to concentrate on customer service. We install software agents on the equipment we manage to perform proactive care rather than firefighting. This has reduced downtime from infected machines to failed hardware considerably. Within our agent we also deploy uniform antivirus and antimalware to each desktop and server. GiaSpace services customers quickly and efficiently via remote support. If remote support cannot resolve an issue, dispatch sends a tech onsite. In some cases, we have contracts with hot spares, where we swap the unit needing service with a spare pc till the defective unit is repaired. This has allowed us to have a fast turn around on repair and the customer is not down while unit is in for repair. GiaSpace is regularly tapped from existing IT departments to assist on special projects that fall outside their bandwidth. We focus on building relationships and delivering excellent customer service. We measure our results by referrals and completed surveys by our customers.

Testimonials from some of our customers:

We would like to take this time to thank you and your staff at GiaSpace for your prompt and reliable service. It's nice to know when problems arise that we have a company that will not only be available but have the knowledge to repair the problems quickly and accurately. We look forward to continue our relationship with your company. It truly has been a pleasure!

Melissa

Southport Animal Hospital

We have been using GiaSpace for IT support for almost four years. We are pleased with the level of knowledge and professionalism of their team. Each IT consultant is pleasant to work with, courteous, patient, and very accommodating. Whenever we run into a technical problem at our home office or a remote site they are only a quick phone call or email away. GiaSpace has become the backbone of our IT department and continues to be very responsive in resolving our technical issues. They have done an excellent job helping us plan our IT infrastructure as we have grown from 40 to over 300 employees.

Annette G

Medtrust Staffing

I have been using GiaSpace as our IT provider since 2003. Our company has met many challenges over the past several years, and GiaSpace has always been able to adapt to our situations and provide the necessary support needed to keep our business growing. The staff at GiaSpace is always courteous, respectful, and extremely prompt when responding to our IT needs. I would recommend GiaSpace to anyone in need of Quality IT services.

Joseph'E

ECI Pharmaceuticals, LLC

The service Giaspace has provided to our company gives us the confidence we need to take on new projects without having to worry about the "how to" complications associated with start up contracts. Robert and his staff provide us with quality support and always come to the rescue to

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01

make sure we are able to meet our project goals and deadlines. The staff is personable, knowledgeable and they all work very well under pressure in crisis mode. Thank you to all the staff at Giaspace!

Linnie R

Broward Adjustment Services

Approach to Providing Services

GiaSpace uses a RMM (remote management and monitoring) software to proactively monitor and service all the equipment under contract on the network. The software monitors WMI, SNMP and runs performance scripts to inform the helpdesk of potential issues. The RMM tool allows us to schedule deployment of critical updates and third party patching. We schedule all the maintenance needed for Exchange, SQL and other Servers via the console of the RMM. Backups performed by supported manufacturers are integrated into our dashboard for response to failed backups and status. The RMM tool has vast reporting abilities to present work performed and current network health. Networking equipment is monitored via a tool we use for measuring bandwidth and outages. This allows us to troubleshoot speed issues and loss of connectivity. This tool can be used for remote offices as well. We harden user access and controls via Group Policy and enable auditing trails. The same network monitoring tool is used for VoIP troubleshooting.

When you have a pc issue you can either call the helpdesk directly or email the request by sending an email to Helpdesk@Giaspace.com . The system will then send a ticket request # and the technician assigned. The requests are handled in order by Service level priority and end user impact. The Technicians then contacts the end user to diagnose issue remotely. If the issue is hardware related or cannot be diagnosed remotely, dispatch will contact the end user to give them the onsite tech's ETA.

When an employee is terminated or hired, we have a form to remove or add their access. In the case of an emergency firing, the helpdesk is called directly to disable access to pc, mobile or any other device requested. GiaSpace will furnish all forms for new hires, moves, installs and etc.



Original Response to RFP 15-10-01 IT SUPPORT SERVICES

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01



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Transmittal Letter

BLM Technologies of Florida, LLC. dba EvolvTec (EvolvTec) is a single source provider of information technology systems to large and mid-sized corporate and government entities. EVOLVTEC provides IT hardware, software and software site licenses; designs, configures and upgrades information systems, provides technical and asset management services; provides technical staffing services and provides on-site and depot maintenance services.

EVOLVTEC is a complete technical solution provider and is authorized to sell over 140,000 products from more than 900 leading manufactures, including Dell, Epson, Compaq, HP, Lenovo, Brother, Lexmark, Canon, IBM and Toshiba.

Our core focus is our service offerings. A brief description of our various service offerings is as follows:

Managed IT Services and Solutions – We provide the very latest in Managed Service Technology. With our Remote Agent, we will proactively monitor 24/7 your network and desktops and in most cases repair the problem without your end user being aware that there was a problem.

On-site maintenance – We provide on-site break-fix maintenance services on a broad range of equipment including the equipment covered under this RFP. We offer these services on a contract and time and material basis. We have service and warranty authorizations from all Tier one manufacturer's including over 98% of the equipment count included in this RFP.

Depot maintenance – We provide depot services whereby the customer sends the equipment to us. We primarily provide this service on laptops, small footprint printers and monitors.

IMAC – We do installs, moves adds and changes on a national basis. Based upon the type of work we charge either on an hourly rate or a set amount per incident.

Network Services – We offer design, implementation and ongoing administration of networks. We have both Novel and Microsoft system engineers.

Cabling – We offer cabling services ranging from a single run to cabling an entire site.

EVOLVTEC is currently listed on the State of Florida Information Technology Consulting Services (973-561-10-1) offering all of the services requested on this RFP. EVOLVTEC is a State-Wide firm with 8 Service Depots located throughout the state (Pensacola, Tallahassee, Jacksonville, Ocala, Tampa, Altamonte Springs, Ft. Myers and Ft. Lauderdale). Our Altamonte Springs location will be the primary support location for the City of Ormond Beach. Our staff size is 46 of which 25 are Customer Engineers,

5 Management, and 16 are Support Staff (Call Center, Purchasing, etc.). Our Customer Engineers have been with EVOLVTEC, on average 15 years.

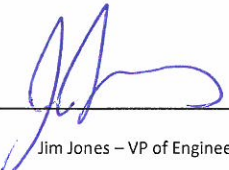
EVOLVTEC has been performing and providing the services and products listed to our existing customer base. We have had very successful relationships with our entire customer base, many of whom we have been working with the past 15 + years.

EVOLVTEC is aware that the technical services are on an "as needed" daily basis for Part 1 – Statement of Work to be included in the monthly fee. The projects not included in the monthly fee, will be performed for an additional fee that is mutually agreed on by the Town and EVOLVTEC.

Jim Jones, VP of Engineering Services and Greg Blanc President of BLM Technologies of Florida, LLC, are authorized representatives for EVOLVTEC.

Jim Jones VP of Engineering Services – 4370 SW 36th St., Suite 700, Ft. Lauderdale, FL 33314 954-587-5521 x 250

Greg Blanc President - 4370 SW 36th St., Suite 700, Ft. Lauderdale, FL 33314 954-587-5521 x 203

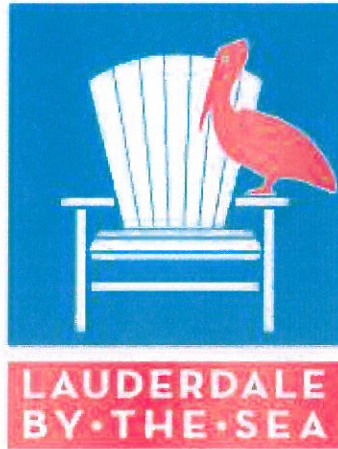


Jim Jones – VP of Engineering Services

10/26/15

Title Page

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01



Title Page



BLM Technologies of Florida, LLC. dba EvolvTec

4370 SW 36th Street

Suite 700

Ft. Lauderdale, FL 33314

954-587-5521 x 250 Jim Jones

954-587-5521 x 203 Greg Blanc

10/26/15

RFP No. 15-10-01

IT SUPPORT SERVICES

Key Personnel

IT SUPPORT SERVICES Lauderdale-By-The-Sea RFP No. 15-10-01

Key Personnel

Arkady Zeldis – Territory Supervisor is responsible for all support operations out of our Ft. Lauderdale Service Depot. The Customer Engineers who will be servicing the Town report directly to Arkady. He is the point of contact for the Town for any issues or concerns that may arise (or more likely to offer thanks for the superior service they have received). Arkady's contact info is as follows:

Phone 954-587-5521 x 211 email arkady.zeldis@EvolvTec.com

Ramon Garcia – Chief Technology Officer is responsible for the support of our NOC and its Engineers who support our existing Managed Service Customers. Ramon offers direct support to Arkady and his group as well as our other partners:

Phone 954-587-5521 x 218 email ramon.garcia@evolvtec.com

Debbie Handley – Central Call Center Supervisor is responsible for the daily requests for service and support from all of our customers. She is available in the unlikely event the town cannot reach Arkady or Alex for an update. Debbie's contact info is as follows:

Phone 954-587-5521 x 251 email debbie.handley@evolvtec.com

Resumes

IT SUPPORT SERVICES

Lauderdale-By-The-Sea RFP No. 15-10-01

Arkady Zeldis



OBJECTIVE

To obtain a position as a System Administrator or Network Administrator

PROFILE

Resourceful and dependable CCNA candidate with the drive to succeed ▪ Extensive IT background with strong troubleshooting and problem solving skills ▪ Motivated by learning and challenge ▪ Excellent interpersonal communication skills (Russian/English)

TECHNICAL

- | | | |
|--------------------------|-----------------------------|--------------------------|
| ▪ Microsoft Office Suite | ▪ Windows 2000 Professional | ▪ Active Directory |
| ▪ Visio | ▪ Windows Server 2003 | ▪ Frame Relay |
| ▪ Ghost | ▪ Windows Server 2008 | ▪ DHCP |
| ▪ XHTM/DHTML/HTML | ▪ Novell | ▪ Cisco Routers/Switches |
| ▪ Drive Image | ▪ Windows NT Server | ▪ Dell/HP |
| ▪ Windows Vista | ▪ TCP/IP | ▪ Kaseya |
| ▪ Windows 7 | ▪ DNS | ▪ Acronis |
| ▪ Windows XP | ▪ WINS | ▪ Server Routers |
| ▪ Laptops | ▪ Printers | ▪ Exchange Server |

EDUCATION

New Horizons Computer Learning Center, Miami, FL
Attained CCNA, A+ and CCNET certifications

Kishinev State University, Kishinev, Moldova
Attained Bachelor of Science degree in Physics Science; concentration in Electronics

PROFESSIONAL EXPERIENCE

BLM Technologies of Florida ▪ **Technical Consultant** ▪ 2011 - Current

- Territory Supervisor
- Email and Active Directory Migration for Wells Fargo Financial Advisors
- Troubleshoot and repair laptops, desktops and printers
- Installation, configuration and maintenance of servers, routers and switches

Delray Beach, FL • Technical Consultant • 2006 – Present

- Repair laptops and desktops under warranty
- Perform anti-virus and Internet Security Solutions
- Perform wireless networking
- Perform data backup and recovery
- Setup high-speed cable DSL modem
- Perform website design and hosting
- Perform computer and network security
- Perform server installation and support

Blue Streak Networking • Technical Consultant • 2003 – 2006

- Repaired laptops and desktops under warranty
- Performed relocation and setup
- Performed wireless networking

Downtown Computer Services, Inc. • Technical Consultant • 2000 – 2003

- Worked on large scale client-server installations and conversions
- Provided technical support and consulting for all company's customers
- Involved in presentations regarding the company's products and services
- Provided warranty services for Best Buy, Sears and GE
- Installed, repaired and performed preventative maintenance on large format printers made by Hewlett Packard
- Installed and tested Cisco routers, Linux servers and workstations for medium to large scale businesses

Kennsco Engineering of Florida, Inc. • Customer Engineer • 1993 – 2000

- Worked on large scale client-server installations and conversions
- Provided technical support and training for all field engineers in the South Florida area
- Managed IT department
- Worked on network maintenance projects (Compaq 500/PCI-server upgrade, Vines 6.40 fresh installation and upgrade from 6.00 to 6.40 versions)
- Installed XL1500 and XL600 series Repeaters
- Repaired and maintained distributed computerized process control systems, communication networks and programmable logic controllers
- Worked as part of a team in design and implementation of various hardware logic and analog circuits
- Designed an inventory database using Visual Basic and Dbase
- Maintained, designed, tested and installed various computer application programs
- Serviced and maintained DeskJet, LaserJet, Dot Matrix and Point of Sale printers, terminals and monitors (component level)

Ramon L. Garcia



TECHNICAL SKILLS

Custom-building PCs (386 – Pentium-based systems).

Upgrade, installation (software and hardware) for both PC and Mac environments.

Design, implementation, installation and support of LANs and WANs

Full PC/Mac/LAN Support services as both Full-time and Consulting via phone and on-site

Operating Systems:

Windows 3.x - 8, Mac OS 7.1 – OS 10.8x, Red Hat 7.3, 8, 9, Ubuntu, CentOS, VMWare ESX VSpere 3.x - 5

Applications:

MS Works, WordPerfect, MS Office 95 - 2010, Project 98 – 2010, Visio 5.0 - 2010, PhotoShop, Lotus cc:Mail, FrontPage 97- 2003, Maximizer, Hijaak Pro, PCAnywhere, TRS Plato, IBM SchoolVista, Symantec and McAfee antivirus, ILX, FirstCall, Laplink, Norton Ghost, Power Quest Drive Image, Cognos, Anzio, Lotus Notes, ADP, E-time, InfoTouch, FTA, RetailPro, PeachTree, Quickbooks, Bloomberg, Time in a Box, Noble House, PSI, Macola, Exact EDI, UPS WorldShip, BTrade, ConnectShip, Changepoint, Lasso, Wrangler, GoToAssist, PC Law, Timeslips, Double Time, WorldDox, Checkmate, Mosaic, CT Summation, Veeam,

Network:

Novell 3.x - 6.x Windows NT 4 (Server and Workstation) – Windows 2012 Server, MS BackOffice 2.5 - 2000, MS Small Business Server 2003 – 2011, ArcServe, Veritas Backup Exec & Net Backup, HP JetAdmin, HP WebJetAdmin, Lexmark MarkNet, IBM MQSeries, Exchange Server 5.5 - 2010, MS SQL Server 7 - 2008, DNS, WINS, DHCP, FTP, IIS servers, Hyena, mySql, Lotus Domino Server, Lotus SameTime IM System, Pervasive SQL, Cyblock, GFI Faxmaker for Exchange, MS Terminal Services, MIMESweeper, eSafe, ISA Server 2004, Navisphere, MS Sharepoint, MS TMG 2010, MS Virtual PC, MS Office Communications Server 2007 R2, DataCore SAN Melody and Symphony, MS ForeFront, ForeFront for Exchange, Office 365

Hardware:

Full PC/Mac support, HP JetDirect (upgrade, installation and configuration), iPhones, iPads, iPods, Palm Pilots and Pocket PC PDAs, Scanners, All IBM ThinkPad models, Compaq DeskPro EP, EN, 2000, 6000, iPaq, Presario, ProLinea, Proliant and ProSignia Servers, All Dell Servers, HP Pro Curve switches, Cisco PIX Firewall, WatchGuard Firewalls, APC and Compaq Rack systems, HP Storage Array, Compaq Storage Array, Dell/ EMC AX and CX-3, CX-4 series storage arrays, Brocade fabric switches, McData fabric switches, and Cisco MDS 9124, Dell MD1000, MD3000 disk arrays and tape libraries, Adic Scaler series, Zenith ARCA/BDR units

Telephony:

Nortel BCM 50, 200, 400, 1000; Avaya IP Office, Cisco Unity, Cisco UC 5xx and 3xx series, Asterisk, Trixbox, FreePBX, Polycom phones and video conferencing units, MS Round Table

EXPERIENCE

EvolvTec, Fort Lauderdale, FL

08/2012- Current

Chief Technology Officer

As the Chief Technology Officer (CTO), I am responsible for overseeing all technical aspects of the company. Mr. Garcia works with Executive Management to grow the company through the use of technological resources. Using an involved proactive and practical approach, direct all employees in Network Operations and Service Delivery departments to attain the company's strategic goals established in the company's strategic plan. Work strategically with Sales, Marketing and Channel partners to develop a sound and robust growth strategy for EvolvTec.

Responsibilities/Duties:

- Establish the company's technical vision and lead all aspects of the company's technological development.
- Directs the company's strategic direction, development and future growth.
- Works in a consultative fashion with both clients and other internal department heads, such as marketing, finance, production and operations as an advisor of technologies that may improve their efficiency and effectiveness.
- Manage the professional development of the Service Delivery team
- Provide leadership to department heads in a fashion that supports the company's culture, mission and values.
- Conducts research and case studies on leading edge technologies and makes determinations on the probability of implementation.
- Acts as a good steward of EvolvTec resources and ensures control of IT and IO departmental budgets.

EDUCATION AND CERTIFICATIONS

Global Knowledge, New York, NY Unix Level I

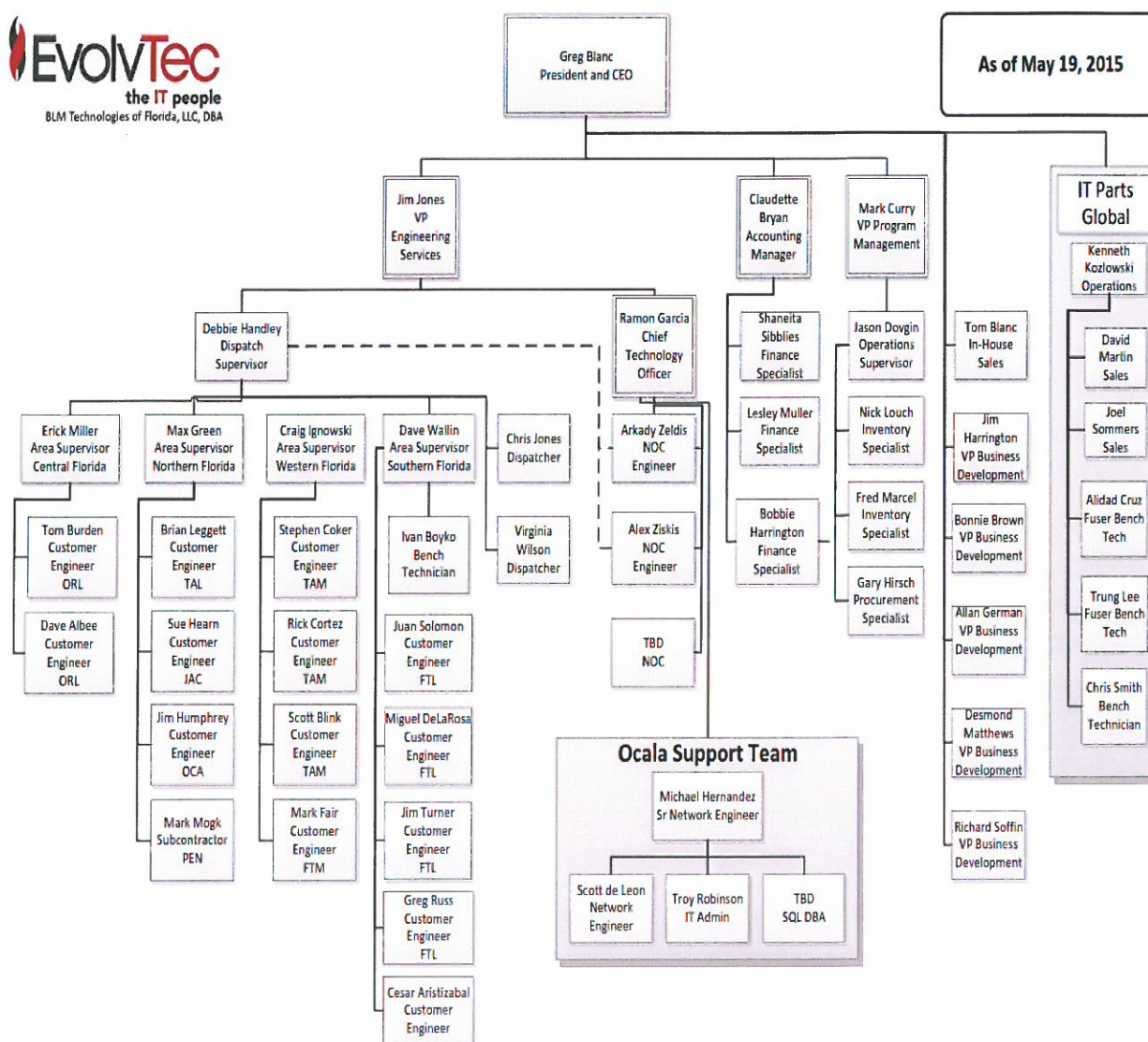
2002

Global Knowledge, New York, NY Unix Level II	2002
Gibbs School of Continuing Education, New York, NY CCNA Coursework	2002
Gibbs School Continuing Education, New York, NY Professional, MCSE Core Studies	2000
Katharine Gibbs School NY, NY Vocational, Certificate in Computer Technical Support	1999
Seward Park High School, New York, NY, High School Diploma	1997

OTHER ACHIEVEMENTS

2013 SMB 150 Experts - voted amongst the Top 150 Small and Medium Business Professionals
2012 SMB 150 Partners - voted amongst the Top 150 Small and Medium Business Professionals

Organizational Chart



Certificate of Good Standing

State of Florida

Department of State

I certify from the records of this office that BLM TECHNOLOGIES OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on September 26, 2008, effective September 25, 2008.

The document number of this limited liability company is L08000091535.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on May 4, 2015, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of October,
2015*



Ken Detmer
Secretary of State

Tracking Number: CU9363204563

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Experience

As a 40+ year old organization, we offer the widest range of experience in our market. Our technical team has been providing IT Support services for over 300 years and various industry-coveted certifications. In addition to our experience, a handful of our team members have been with our organization for over 25 years. In response to our direct experience in providing technical support services for other government entities, we have highlighted a few of our current engagements:

City of Ocala – We currently provide Managed IT Services for the City and have been instrumental in obtaining a customer satisfaction rate upwards of 96%. As a part of our deliverable, we are providing day to day Helpdesk, and Infrastructure support for the City. We have 3 dedicated on-site engineers providing support to the City's 650+ employees. We have been instrumental in the upgrade of the core infrastructure and their enterprise vision.

City of Oakland Park – We are in our 4th year of providing our Managed IT Services for the City of Oakland Park. As a part of our deliverable, we are providing Level 2 Helpdesk support and Infrastructure support for the City. We manage all aspects of the technology for the City.

Broward County Emergency Computer Aided Dispatch Centers (911) – We provide desktop support for all the locations in Broward County. As a part of our responsibilities, is to manage and maintain an inventory of spare units, parts and several disk images for different functional roles. Our team is available around the clock, 7 days a week for any issues that may occur, and provide an onsite response within 2 hours with a service restoration commitment of 4 hours.

Florida Department of Highway Safety and Motor Vehicles - For over 15 years we have been supporting the Department of Highway Safety and Motor Vehicles with support on their desktops, laptops, servers, switches as well as the tag printers at all of their tag agencies. Our deliverable are 4 hour restore on servers/switches, and next day on all others. We also maintain an inventory of parts and spare units, as well as providing scheduled preventative maintenance services.

These highlight only a few of the organizations which we currently support with our different levels of IT Services. We pride ourselves in offering comprehensive services that will not only help support our clients, but ultimately help improve their overall efficiency.

Approach to Providing Services

Our approach is one that is proactive and closely aligned with the policies and procedures dictated by our client. Without access, nor knowledge of the City's desired methodologies we propose to address the items in the Scope of Work as follows:

We would preface any work on your network by performing comprehensive network and security assessment of your environment. Upon completion and review of our findings we would discuss the issues with the Town and present our proposed remediation plan(s).

With regards to hardware support, patching, antivirus, security, and monitoring we will be leveraging our Remote Management and Monitoring platform to be able provide us with insight into your network. This will further empower our Network Operations Center engineers with the ability to provide proactive responses to issues in real-time. If and when needed, we will dispatch our Field Engineers to the affected to site to provide on-site support.

Our approach to Active Directory monitoring and maintenance is based on best in class tools and practices. We would review your current environment, perform a health check and ensure that we keep your directory in the optimal condition at all times. We provide metrics to proactively detect performance issues in your Active Directory servers, here are some monitoring recommendations:

Monitor service outages: All new alerts in each domain controller have to be monitored on an on-going basis to avoid service outages. This could be within the DNS servers & clients, servers & workstations, distributed file systems, etc.

Critical processes: Monitor processes to check whether the server is able to handle all processing requests.

Reporting & alerting: Generate proactive reports to gain visibility into authentication for failed logins, number of connected users, etc. In addition, having proactive alerts with statistical thresholds lets you diagnose issues before end-users are affected.

We can provide you with a change management protocol, if you don't already have one in place, in order to audit and log any changes made to the directory.

We can examine your current backup solution and determine if it is the best fit for the Town's needs, should we find that there is a better solution for the Town, we would present the case to the Town IT leadership. This would be based on a series of criteria including but not limited to security, restorability, compatibility, compliance and support.

Your SQL servers and the inherent databases would be managed and maintained based on the needs and requirements of your application vendors while following industry best practices. This includes but is not limited to maintenance, backups, and security.

Your network devices, such as your switches and firewall, would be subject to SMNP, Ping and traffic monitoring. As part of our change management methodology, we would backup and document all existing configurations prior to implementing any modifications. We would keep you running on the latest manufacturer-approved firmware/flare code. As part of our vCIO services, we would analyze your network consumption and provide the Town with recommended changes as the need should arise.

RFP Form A

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01
RFP Forms

RFP FORM A

Proposer: BLM Technologies of Florida, LLC.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: BLM Technologies of Florida, LLC dba EvolvTec.
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation). Limited Liability Corporation
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Greg Blanc – President, Jim Jones VP of Engineering Services, Eli Merran – Territory Supervisor, Dave Wallin – Repair Depot Supervisor
2. Please describe your company in detail. BLM Technologies of Florida, LLC (EvolvTec) has been in the IT industry for over 37 years, through various name changes along the way. We currently are providing maintenance and repair services for all of the equipment listed in this RFP. We are OEM certified to support Hewlett Packard, Dell, IBM, Xerox, Okidata, Epson equipment. Those governmental customers are the Florida Legislature, Department of Corrections, Department of Children and Family Services, Department of Education. The above listed Departments all have critical SLA requirements that are similar to or exceed those contained within this RFP. We have on staff MCSE and Citrix certified Customer Engineers who all have and are supporting all of the equipment on this RFP. EvolvTec is providing similar services as those required in this RFP to the City of Oakland Park and the City of Ocala. We have the training and experience with these

items and are ready to add them to all of the other pieces of equipment that we now support.

We currently have in place and electronic call tracking/asset management software which allows us to open/track/update and close service calls for all of customers. There are several different ways that our customers can open/view service incidents. The first is with our Customer Portal, this allows our customers the ability to open a service incident, view the status of the incident through the web portal, without the need to call one of our Call Center Dispatchers. The second is a phone call to our Dispatch Call Center through our toll-free number (866-299-3246) or Tallahassee local number 850-514-4073 and speaking with one of our dispatchers. The third option would be to place a service request through an email to dispatch@EvolvTec.com, a email reply would be sent back providing our acceptance of the service request and our internal service call number. And the fourth option would be to fax a service request (850) 514-4081 and again a reply fax would be sent accepting the service request and providing our internal service call number. All of the above is currently available now.

Along with the above software we will be employing our EVOLVTEC Remote Service Agent. This agent allows for EVOLVTEC to remotely monitor all of your hardware, allow us to proactively, responding many times before you and your IT Team are aware of any issues. With this agent we are also able to monitor software updates and patches, insuring that your equipment is up to date. This agent has many more features that we will present to you upon award of the contract.

EVOLVTEC is a partner with many OEM's, Hewlett Packard, IBM, Dell, Xerox, Samsung, Epson, Lenovo, Lexmark, Brother and many more. Through these and all of our other partnerships we are able to support a wide variety of equipment. We are able to source parts and technical information through these relationships. And through these relationships we have been able to provide support to all of our customers on the latest new technology as well as the older, obsolete technologies. This has allowed our customers the ability to 'extend' the life of their current products during the latest slow down in the economy.

EVOLVTEC has, with several of our customers, provided cabling and relocation services statewide. We currently perform complete office relocations, new office installs (relocations and installs consist of premise wiring, and equipment moves), this is service is for the Florida Legislature. We have on several occasions provided these services in different parts of the state at the same time, with no impact on the quality of work performed.

While on site our customer engineers will (and currently are doing) perform PM's (Preventative Maintenance – actions taken on a given piece of equipment, following the guidelines set forth by the OEM, to prolong the life and quality of the equipment which will maximize the uptime of the piece of equipment) on the equipment being serviced but also on any other equipment that we have access to and that are not being used. This will also greatly reduce the volume of service requests.

3. The address of the principal place of business is: BLM Technologies of Florida, LLC, 4370 SW 36th Street, Suite 700, Ft. Lauderdale, FL 33314

4. Company telephone number, fax number and e-mail addresses: 954-587-5521 ext 250, 954-587-7210 fax, jim.jones@EvolvTec.com greg.blanc@EvolvTec.com
5. Number of employees: - 46
6. Name of employees to be assigned to this Project: - 12, comprised of Customer Engineers, Dispatch, Procurement, Accounting personnel
7. Company identification numbers for the Internal Revenue Service: - 26-3430898
8. Provide Broward County occupational license number, if applicable, and expiration date: 329-36046 expires September 30, 2016
9. How many years has your organization been in business? We have been in the IT industry for over 37 years, and incorporated as BLM Technologies of Florida in 2008
Does your organization have a specialty? As stated previously we have been providing maintenance and repair services for over 37 years, during this time we have become one of Florida's leading support and service company supporting most of the State of Florida's Department and Agencies, such as The Governor's Office, The Florida Legislature, The Department of Highway Safety and Motor Vehicles, The Department of Education, The Department of Corrections, along with numerous County and City governments such as The City of Tallahassee, Hallandale Beach, Broward County, Miami-Dade County as well as several Financial Institutions and Commercial businesses. Our core businesses are: IT Equipment Maintenance and Repair, Comprehensive Network Services, Managed IT Services and Solutions, Managed Print Services, Structured Cabling, VOIP, Product Sales.
10. List the last three projects of this nature that the firm has completed? – City of Oakland Park, City of Ocala, The Department of Highway Safety and Motor Vehicles. Please provide project description, reference and cost of work completed. –
City of Oakland Park – providing complete Managed Services for the City, monitoring and support their entire network infrastructure, work stations, laptops, servers, printers, UPS, Supporting Exchange, Microsoft office programs. Configured and support WIFI networks city wide. Provide new hardware, configure deploy and train City employees. Work as the advocate for the City when working with other vendors in support of specialized applications. Cathy Romany 954-630-4228. This support averages \$7500.00 per month yearly total of \$90,000.00.
The Department of Highway Safety and Motor Vehicles – This is still an ongoing project, we had recently been awarded the contract to continue to provide support services for all of their Desktops, Laptops, Printers, Servers and Switches state wide in Florida. We support 323 offices all across the state taking care of all of their hardware and software upgrades. The SLA's for this customer are two (2) hour response for server/switch issues with a four (4) hour up time. And a four (4) hour response time and next business day up time for the desktops and laptops. We must be compliant 97% for all service calls in any given month or we are charged for those calls that did not meet the SLA, we have not had any penalties assessed against us for the past 3 years. We also provide structure cabling for office moves or additions, these are performed across the state as needed by the customer. Debbie Hoover 850-617-2008. This project has been \$1,700,000.00 yearly.

City of Ocala – providing complete Managed Services for the City, we have put into place our Network Operations Center in Ocala staffed with three full time employees who are dedicated solely to the City. We are monitoring and supporting their entire network infrastructure, work stations, laptops, servers, printers UPS, supporting Exchange, Microsoft Office programs. Assisted with the design and implementation of VDI images and rollout to all City employees. We are working as an advocate for the City when working with other vendors. Winsome Jacobs 352-629-8267 wjacobs@ocalafl.org. This support averages \$37000.00 yearly \$444,000.00

11. Have you ever failed to complete any work awarded to you? None If so, where and why?
12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
DHSMV	St of FL	\$1.1M	Jul 2017	58%
City Tallahassee	City of Tallahassee	\$223K	Oct 2017	66%
FL Legislature	FL Legislature	\$262K	Jul 2018	17%
Dept Education	REMI Group	\$216K	Jul 2018	17%
Dept Corrections	REMI Group	\$278K	Jul 2018	17%
City Oakland Park	City of Oakland Park	\$252K	Oct 2018	17%
City of Ocala	City of Ocala	\$1.3M	Jan 2018	30%

13. Provide the following information for any subcontractors you will engage if awarded the contract. - No subcontractors

RFP Form B

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01,
RFP Forms

RFP Form B

Proposer: BLM Technologies of Florida, LLC dba EvolvTec

REFERENCE FORM

Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Cathy Romany
 Title of Contact: Information Technology Email: cathyr@oaklandparkfl.gov
 Telephone Number: 954-630-4228 Fax Number:
 Project: Managed Services for the City of Oakland Park

2. Name of Contact: Winsome Jacobs
 Title of Contact: IT Directory/CIO Email: wjacobs@ocalafl.org
 Telephone Number: 352-629-8267 Fax Number:
 Project: Managed Services for the City of Ocala

3. Name of Contact: James Griffin
 Title of Contact: Information Systems Manager Email: griffin.james@leg.state.fl.us
 Telephone Number: 850-717-0242 Fax Number:
 Project: Support of servers, switches, UPS, desktops, laptops, printers statewide

4. Name of Contact: Rita Parmer
 Title of Contact: Telecommunications Spec III Email: ritaparmer@flhsmv.gov
 Telephone Number: 850-617-2015 Fax Number: 850-617-5208
 Project: Support of DHSMV Driver License and Tax Collector offices statewide. Supporting servers, switches, desktops, laptops, UPS, printers

Forms Page 3

RFP Form C

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01,
RFP Forms

RFP Form C
PRICE PROPOSAL FORM

Proposer: BLM Technologies of Florida, LLC dba EvolvTec

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.**

Name of Proposer: BLM Technologies of Florida, LLC dba EvolvTec

Name of authorized representative of Proposer: Jim Jones

Project Cost

Instructions: Show the proposed compensation for the activities specified in the scope of work. The compensation may consist of a flat fee, a fixed hourly rate, or any combination thereof. Please explain relevant assumptions used in developing the proposal including the nature and frequency and anticipated duration of planned maintenance activities, estimated time associated with unplanned support activities, etc.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

\$2134.00 per month

Additional Services

The Town may have the need for additional services, which may be requested over the initial term of the contract.

Please provide the hourly rate of various staff positions who may do additional work.

Forms Page 4

IT SUPPORT SERVICES
Lauderdale-by-the-Sea RFP No. 15-10-01
RFP Forms

Hourly Rates for Additional Work

<u>Title:</u>	<u>Hourly Rate</u>
Out of Scope Support	\$95.00

By: Jim Jones

Date: 10/26/15

Name: Jim Jones

Title: VP of Engineering Services

RFP Form D

IT SUPPORT SERVICES
 Lauderdale-By-The-Sea RFP No. 15-10-01
 RFP Forms

RFP FORM D

Proposer: BLM Technologies of Florida LLC dba EvolvTec

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for

IT SUPPORT SERVICES
Lauderdale-By-The-Sea RFP No. 15-10-01
RFP Forms

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

BLM Technologies of Florida LLC dba EvolvTec

Name of Business

By:

Signature

Jim Joens VP of Engineering Services

Print Name and Title

4370 Oakes Road, Suite 700

Ft. Lauderdale, FL 33314

Mailing Address



Agenda Memorandum

Administration

Department

Connie Hoffmann

Town Manager

COMMISSION MEETING DATE: December 8, 2016
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|---|---|--|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input checked="" type="checkbox"/> FY2016 – PART OF THE STRATEGIC PLAN: PLANNING FOR THE FUTURE OF THE TOWN | | | |

SUBJECT TITLE: PROCESS FOR INVOLVING CITIZENS TO HELP PLAN THE FUTURE OF THE TOWN

EXPLANATION: At the November 24th meeting, the Commission indicated they would like our citizenry to identify the planning topics or themes in which they would like to be involved and utilize a process that encourages creativity and inclusivity. The Commission asked for suggestions on how we go about doing that.

As I mentioned, to get maximum involvement, this will have to involve a process that takes place over a four month period starting in January. A possible schedule and approach for Commission consideration is presented below:

1. An idea box is circulated at both Commission meetings in January for attendees to submit topics on which they believe any planning effort should address. The box is left in Jarvis Hall for ideas to be submitted between those meetings.
2. January – A simple on-line survey is advertised via the website, Commission meeting announcements, the January edition of *Town Topics*, and our TV channels that seeks input on themes and topics to be addressed and specific ideas people have.
3. A Public Charette to seek input on themes and topics to be addressed and specific ideas people have to be held Tuesday evening, January 19th or Saturday morning, January 23rd, for approximately 2 1/2 hours long.
4. A summary of the results of the input is provided to the Commission at the Commission meeting on February 9th, where the Commission decides which topics/themes will be the focus for more in-depth input.

Agenda Memorandum

Page 2



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5. Mid-February through March - Public input sessions on each theme will be held. So if there are four themes, four sessions will be held. People who cannot or do not like to attend these sessions, can submit their input by email, on an on-line survey, or by paper.
 6. Late March – mid-April - Results of the input on each theme will be posted at Jarvis Hall and “ballots” provided for people to rank the topics and ideas in the priority they assign to them. Ballots will also be placed in the April edition of *Town Topics*.
 7. April – The newly-seated Commission meets with the business community (for the meeting that was placed on your priority list) and seeks their input on planning issues, as well as on other issues at that meeting.
 8. May – Results presented to the Commission. Determination made of how to proceed from that point.

RECOMMENDATION: Commission review of suggested approach.

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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Agenda Memorandum

Commission

Department

Stuart Dodd

Commissioner

COMMISSION MEETING DATE: December 8, 2015

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|--|---|--|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: Vote on Ballot Question for the November 2016 Ballot

EXPLANATION: At the last meeting there was a discussion on this item. I would like to put it to a vote by the present Commission and leave it to the next Commission to decide the exact wording as well as afford the voters the opportunity to ask the candidates running for election their views. There is time between now and next November for the next Commission to discuss the wording. I feel something as character changing in the Town as a free standing garage anywhere on Town property should be a referendum issue. The Town Attorney can assist with making the question positive and phrased suitably to exclude free standing garages anywhere on Town Property including Town Hall. This would require any future parking garage to be a part of an integral design that would soften the impact. It would require any future redevelopment of the Town Hall to include offices as part of the design and the A1A lot to require retail. It is not an attempt to prevent future Commissions from submitting and approving under the powers given to them by the electorate a tasteful and integrated redevelopment of any Town Property – just the exclusion of a free standing garage.

RECOMMENDATION: Commission consideration of this suggestion

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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Agenda Memorandum

Office of the Town Manager

Bud Bentley

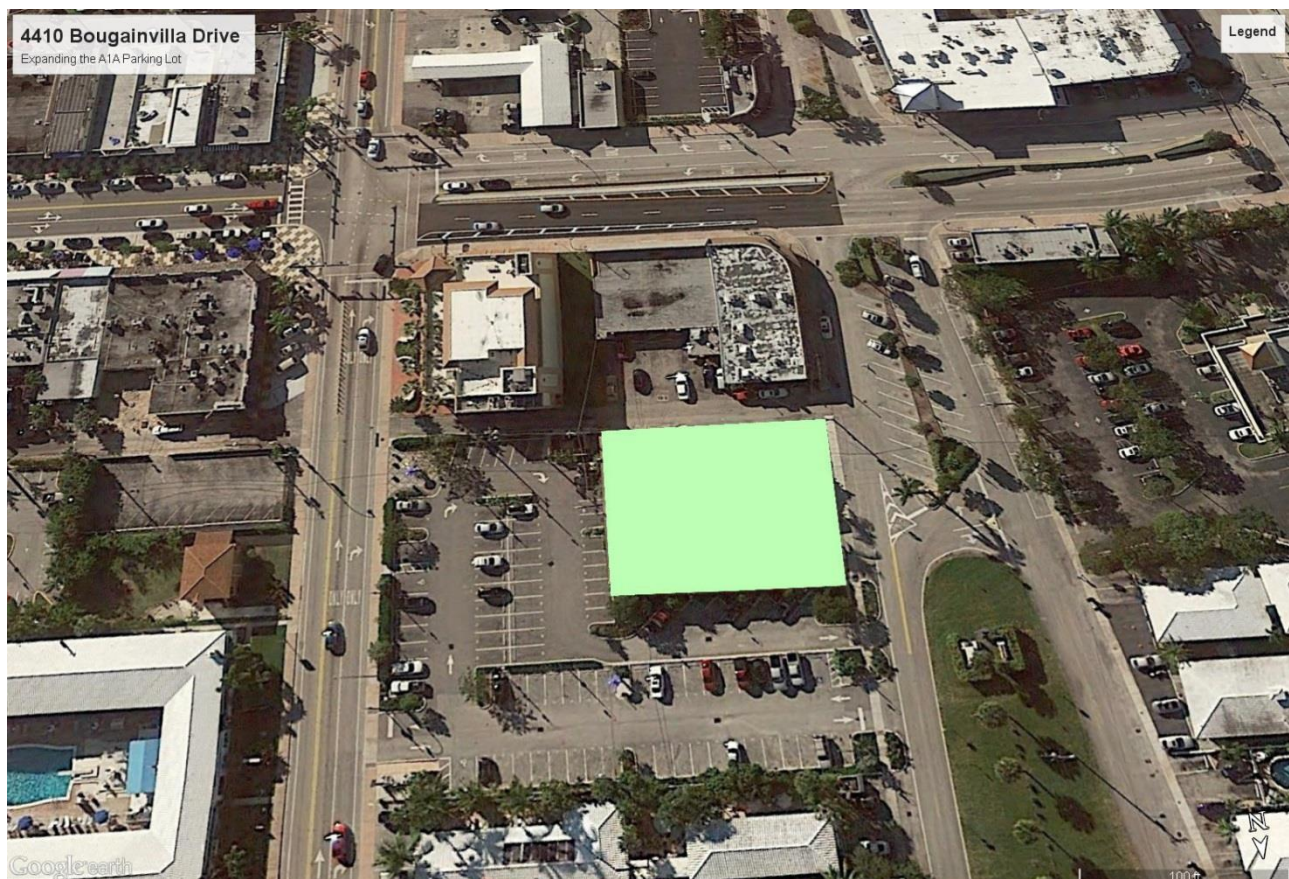
Assistant Town Manager

SPECIAL COMMISSION MEETING DATE:	December 8, 2015
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Agenda Type: New Business

SUBJECT TITLE: Public Hearing on the Acquisition of 4410 Bougainvillea Drive to Expand the A1A Parking Lot

BACKGROUND: The Majestica Apartments, a 14 unit rental property, is located at 4410 Bougainvillea Drive. The Broward County Property Appraiser shows the property as 12, 502 square feet in size. The A1A Parking Lot abuts the property on the north and the east. Acquiring the 4410 Bougainvillea property will increase the number of parking spaces (31) in the A1A Lot by 33% percent.



**November 3, 2015
Special Commission Meeting**



Appraisals and Negotiated Price

At the October 13, 2015 meeting, the Commission authorized staff to negotiate for the purchase of 4410 Bougainvillea. At the November 3, 2015 Special Commission meeting, the Commission scheduled a public hearing on the proposed purchase for December 8, 2015.

We secured two appraisals as required by the Purchasing Manual and Florida State law. This information and the negotiated purchase price are shown in Table 1.

Table 1 – Property Information

	Appraisals	Values	Premium	% Above Appraisal
1.	Average Appraisal	\$2,470,000		
2.	Negotiated Price	\$2,750,000	\$280,000	11.3%

We have an executed Purchase and Sales Agreement for \$2,750,000 that is contingent on Commission approval and closing by February 8, 2016.

Since we have received a variety of questions and there is a lot of data related to the proposed purchase, we prepared the attached “Frequently Asked Questions” (**Exhibit 1**).

Information about tonight’s Public Hearing has been available to the public in the following ways:

1. A legal notice was published in the Sun-Sentinel;
2. Three notices were placed at the A1A Parking Lot;
3. The public hearing notice is on the Town’s web site;
4. Notice of the meeting has been on the reader board outside Jarvis Hall;
5. The notice has been on the town’s government channels (Comcast and U-verse);
6. A CodeRed call was sent out Thursday December 3, 2015; and,
7. The Pompano Pelican and the Sun-Sentinel had articles, which were also on their web sites.

The appraisals and the Purchase and Sale Agreements have been available in the Town’s Clerk’s office for public inspection. The Town’s purchasing requirements for the acquisition of real property is attached (**Exhibit 2**).

November 3, 2015
Special Commission Meeting



Should the Commission decide to proceed with the purchase after the Public Hearing, four affirmative votes are required.

If the Commission approves moving forward, we begin a period of due diligence that includes examining all related property documents, conducting an asbestos survey, and ensuring that title insurance is available.

- EXHIBITS:
1. Frequently Asked Questions
 2. Purchasing Requirements for the Acquisition of Real property

Reviewed by Town Attorney:

<input checked="checked" type="checkbox"/>	Yes	<input type="checkbox"/>
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File: T:\0 Agenda\12-8-15 Commission\Parking\4410 Bougainvilla Public Hearing\12-8-15 AM 4410 Bougainvilla Public Hearing.docx

Exhibit 1**Frequently Asked Questions**

Page 1

1. If approved, how will the Town pay the negotiated purchase price of \$2,750,000?

Answer: The books for FY15 aren't closed yet, but it appears that the Parking Fund balance will be in excess of \$2.7 million. The Town Manager proposes using \$2 million dollars from the Parking Fund Balance with the remainder borrowed from the General Fund for a short period of time. The General Fund would be repaid from parking revenues by September 30, 2016 (FY16).

2. How many parking spaces are in the A1A lot and how many could be built in the 4410 property?

Answer: We used a 2011 conceptual plan to estimate about 40 parking spaces could be built on the 4410 Bougainvilla property. As part of our due diligence, the Town Engineer prepared a preliminary layout of what could be built. Because of drive aisles dimensions, turning requirements, landscape and the loss several existing spaces where the new area would connects to the existing lot, the Town Engineer estimates 31 net new spaces.

(If we use the 4410 property for valet parking at peak times; however, the number of vehicles parked could be significantly increased.)

Number of Parking Spaces		
A1A Lot	95	
4410 Bougainvilla	31	33% increase
Total	126	

3. How much property tax will the 4410 property pay to the Town this year?

Answer: \$6,178 in the current fiscal year.

Exhibit 1

Frequently Asked Questions

Page 2

4. What is the total cost to create those 31 spaces on the 4410 Bougainvilla property?

Answer:

	Total Cost	Cost Per Space	
Land	\$2,750,000 (\$220 per sq. ft.)		\$88,709.68
Demolition	\$50,000	\$1,612.90	\$10,161.29
Construction	\$265,000	\$8,548.39	
Total	\$3,065,000		\$98,870.97

5. The Parking Strategic Plan said on page 36 that it would cost about \$30,985 per space or about \$43,784 NET per space to build a garage. Why would the Town consider spending \$88,710 per space (See question 4)?

Answer: The cost to build a space mentioned in the Parking Strategic Plan did **NOT** include the cost of the land. *The relevant comparison is between \$43,784 net cost for a new space in a garage on the A1A Lot vs. \$10,161 for a new space at 4410 Bougainvilla.*

6. What is parking revenue from the A1A Lot and what do other lots produce?

Parking Lot	# of Spaces	Annual Revenue Per Space			
		Actual FY15		Projected FY16	
A1A	95	\$2,780	\$1.25	\$3,336	\$1.50
El Mar	25	\$7,014	\$1.50	\$9,352	\$2.00
El Prado	90	\$4,380	\$1.50	\$5,110	\$1.75

Exhibit 1**Frequently Asked Questions**

Page 3

- 7. How can the \$280,000 premium (the amount over the average appraisal) or for that matter, the whole purchase price be paid sooner?**

Answer: Increase the hourly parking rate at the A1A Lot.

		Parking Rate Per Hour		
		\$1.50 6/17/15 Rate	\$1.75	\$2.00
1.	Increased revenue from 126 Spaces (95 existing + 31 new)	\$153,243	\$226,302	\$296,361
2.	Projected Annual Revenue	\$420,355	\$490,414	\$560,473
3.	Payoff of \$3,065,000 (years)	7.3	6.2	5.5
4.	Increased revenue from 31 spaces	\$103,420	\$120,657	\$137,894
5.	Payoff of \$3,065,000 from the revenue from 31 spaces (years)	29.6	25.4	22.2

Exhibit 1

Frequently Asked Questions

Page 4

8. What did it cost to buy the properties for the existing A1A Parking Lot?

Answer:

A1A Parking Lot History		Land Cost	Sq. Ft.	No. Spaces	Cost Per Space
1.	4420 Bougainvilla 6-13-2005	\$1,103,900	12,502	28	\$39,425
2.	4425 Ocean (includes interest) 3-9-2006	\$3,494,973	18,753	40	\$87,374
3.	Wings Lot 2012	Donation	6,251	N/A	N/A
	Current Total (1)		37,506	95	
	Proposed 4410 Bougainvilla	\$2,750,000	12,502	31	\$88,709
	Possible Total		47,757	126	

(1) The A1A lot was renovated in 2013 to incorporate the Wings lot

December 8, 2015
Commission Meeting



Purchase of Real Estate

The process and procedures to purchase property are set out in the Town's Purchasing Manual and State Law. The applicable section of the Purchasing Manual (Revised August 19, 2014) is Section J on page 59 & 60 and reprinted here.

J. Real Estate Acquisition

The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property.

1. Prior to initiating any negotiations for the acquisition of any real property with the property owner, the Town shall obtain a written appraisal performed by a state certified real estate appraisers with an MAI designation. Two (2) appraisals are required when the value of the first appraisal exceeds two hundred fifty thousand dollars (\$250,000) when the Town seeks exemption from *Florida Statute 119.07(1)*. Appraisers selected to appraise real property pursuant to this Section shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.
2. Appraisal reports, offers and counter-offers are confidential and exempt from the provisions of *Florida Statute Section 119.07(1)* (Public Records Law) as provided in *Florida Statutes Section 166.045* (1991) as amended from time to time.
3. No negotiations may be commenced or offer or counteroffer made by Lauderdale-By-The-Sea for the acquisition by purchase of real property without prior authorization of the Town Commission.
4. Upon commencement of negotiations, Lauderdale-By-The-Sea shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Commission.
5. Any agreement by the Town to purchase real property shall be submitted to the Town Commission for approval at a public meeting after thirty (30) days public notice. Notice of the proposed purchase of real property shall be published in a newspaper of general circulation in Lauderdale-By-The-Sea.
6. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town, by the property owner at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.
7. In order to prevent the premature disclosure of Lauderdale-By-The-Sea's interest in acquiring a specific parcel of real estate, the Town Manager may expend up to thirty thousand dollars (\$30,000) on related appraisals, and environmental studies without Town Commission approval.

The applicable section of state law is 166.045, which provides:

166.045 Proposed purchase of real property by municipality; confidentiality of records; procedure.—

- (1)(a) In any case in which a municipality, pursuant to the provisions of this section, seeks to acquire by purchase any real property for a municipal purpose, every appraisal, offer, or counteroffer must be in writing. Such appraisals, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the governing body of the municipality. If a contract or agreement for purchase is not

December 8, 2015
Commission Meeting



submitted to the governing body for approval, the exemption from s. 119.07(1) will expire 30 days after the termination of negotiations. The municipality shall maintain complete and accurate records of every such appraisal, offer, and counteroffer. For the purposes of this section, the term “option contract” means a proposed agreement by the municipality to purchase a piece of property, subject to the approval of the local governing body at a public meeting after 30 days’ public notice. The municipality will not be under any obligation to exercise the option unless the option contract is approved by the governing body at the public hearing specified in this section.

- (b) If the exemptions provided in this section are utilized, the governing body shall obtain at least one appraisal by an appraiser approved pursuant to s. 253.025(6)(b) for each purchase in an amount of not more than \$500,000. For each purchase in an amount in excess of \$500,000, the governing body shall obtain at least two appraisals by appraisers approved pursuant to s. 253.025(6)(b). If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by an extraordinary vote. The governing body may, by ordinary vote, exempt a purchase in an amount of \$100,000 or less from the requirement for an appraisal.

. . .

[Emphasis Added]



Agenda Memorandum

Commission

Department

Stuart Dodd

Commissioner

COMMISSION MEETING DATE: December 8, 2015

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|--|---|--|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: Town Manager's Salary Review

EXPLANATION: At the last meeting, the Commission evaluated the Town Manager's performance and agreed to discuss my suggestion that we increase her salary at the December 9th meeting. The Town Manager's salary is currently \$160,000 per year.

When we renewed the Town Manager's contract in 2013, in order to avoid any fiscal impact, she requested and we gave her an additional week's vacation on an annual basis for the term of that contract. Last year, we gave her a bonus of one additional week's vacation for that year only.

As I said at the last Commission meeting, given that we all recognize that the Town Manager has been instrumental in implementing the positive changes we and prior Commissions envisioned and that she has assembled a top notch staff, I believe an increase in salary is overdue. The salary range for the Town Manager position in our pay plan goes up to \$173,134.88, so only a vote of the Commission is necessary to increase her salary.

EXPECTED OUTCOME: That the Commission discusses this issue and comes to a consensus on an increase in salary for the Town Manager.

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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Agenda Memorandum

Page 2





Agenda Memorandum

Development Services

Department

Linda Connors

Director of Development Services

COMMISSION MEETING DATE: December 8, 2015

<input type="checkbox"/> Presentation	<input type="checkbox"/> Reports	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Resolution	<input type="checkbox"/> Quasi-Judicial	<input type="checkbox"/> Old Business	<input checked="" type="checkbox"/> New Business

SUBJECT TITLE: Discussion Regarding Duplex Properties

EXPLANATION: Attached is proposed Ordinance 2016-01 (**Exhibit 1**), formerly (Ordinance 2015-19), which proposes amendments to Section 30-137 Non-Conforming Uses to address duplex properties which were illegally subdivided in the past.

History

Duplexes are regulated in the Town Code in Section 30-221 RD-10 district – Duplex (**Exhibit 2**). Sec. 30-221 includes regulations regarding setbacks, density, height and minimum building size. The regulations do not allow for the subdivision of a lot to allow separate ownership of a portion of the property and each duplex unit.

During the past year, we have been researching duplexes that had been subdivided for individual ownership and found:

1. There are a total of 24 duplexes in the RD 10 zoning district that have been subdivided; originally 12 lots and now 24 lots.
2. The subdivision of duplex lots to allow separate ownership for each ½ of the duplex appears to have started in 1991. There is some documentation that some property owners checked with Town staff before subdividing their property to confirm the legality of the action and Town staff at the time seemed to indicate that the subdivision of the duplex unit was allowed if certain conditions were met, even though we believe this practice was at odds with the Town's zoning code.
3. This practice is at odds with the Town's duplex definition and the RD10 - Duplex zoning regulations.
4. Upon being subdivided, these duplex properties were immediately in violation of the Town's codes and we consider them illegal non-conforming properties. We have been reporting this when asked for a zoning search and this may make it difficult for potential buyers to secure title insurance at time of purchase.

We discussed the issue with the Planning and Zoning Board on February 19, 2014 to determine how the Town could most equitably handle this situation and sent letters to the property owners in the RD10 zoning district to make sure that they were aware of the issue. On November 4, 2015, we presented the

Agenda Memorandum

Page 2



Board with an updated ordinance that incorporated their previous comments. We again sent letters to the RD10 property owners and expanded the mailing to include the RM25 zoning district since duplexes are allowed (and exist) in this zoning district as well. The Planning and Zoning Board's staff report and meeting minutes from the November meeting are attached as **Exhibits 3 and 4**.

With all of this information, we concluded that we needed a solution that would make any subdivided duplex prior to the effective date of the proposed ordinance a legal non-conforming use. An existing subdivided duplex could be bought and sold; however, it would remain illegal to subdivide a duplex in the future.

The Town Attorney's Office and staff prepared Ordinance 2016-01 (formerly Ordinance 2015-19), which includes the following proposed amendments to Sec. 30-137 Non-conforming uses and structures that affect duplex properties in the RD10 and RM25 zoning districts:

1. Definitions. Provide definitions for "duplex unit", "in existence", "separate ownership", "shared duplex boundary" and "split lot duplex property";
2. Non-Conforming Status. Grant legal non-conforming status to duplex dwellings on a single lot that do not meet the density requirements of the zoning district or to duplex units on subdivided lots (split lot duplex property) which were subdivided prior to the adoption of this ordinance;
3. Rebuilding of Split Lot Duplex Units:
 - a. Less than 50% damage to one or two units.

A split lot duplex unit may be repaired and rebuilt as an attached duplex unit with the added requirement of architectural review to ensure the new construction is consistent with the form and style of the remaining duplex;
 - b. 50% or more damage to one or two units.
 1. No Maintenance Agreement. The ordinance adds a provision that if a property is damaged or destroyed by 50% or more and no maintenance agreement exists and the owners of each of the duplex units cannot agree to put one in place, the split lot unit may be rebuilt only as a single family dwelling, but will have special setbacks available. The center property line that was originally shared shall be not less than three (3) feet (zoning district now requires 7.5'). If necessary to achieve the same square footage as the original building, then the setback requirements for the outside property lines may be reduced by an aggregate total of four (4) feet; and
 2. Maintenance Agreement. If one or both duplex unit(s) are damaged or destroyed by more than 50 percent of the replacement cost of either or both of the duplex units, then the split lot duplex properties owners may redevelop the duplex units together as a duplex dwelling if both of the property owners sign a maintenance agreement document provided by the Town or in a form approved by the Town Attorney. [Town will provide a standard maintenance agreement for duplex property owners so there is an approved standard and all of the property owners do not have to incur legal expense. Owners can modify for their specific circumstances or provide their own, subject to approval of the Town Attorney.]

Agenda Memorandum

Page 3



4. Record Document. Requires the developer of any future duplex to record a document that references the Town duplex requirements (no subdivision). The Town will record a document for all existing duplex properties.

The proposed ordinance also includes amendments to the provisions for narrow lots (less than 60') in the RM-25 district. In 2012, we changed the RM25 code to require conditional use review for single family or duplex construction that occurs in the RM25 zoning district. This change was made to support hotel development in the Town, a Commission priority. However, the code limits narrow lots in RM25 zoning districts to single family and duplex uses and so requiring conditional use review on these properties is not appropriate.

RECOMMENDATION: In the letter that was sent to the property owners, staff stated that the proposed ordinance would be scheduled for review on December 8, 2015; however, Florida Statutes 166.041 requires advertising at both first and second reading when the list of permitted or conditional or prohibited uses are modified. Since this advertising was not done in time for December 8, 2015, we are presenting the draft ordinance under new business and recommend taking public comment tonight and scheduling first reading of Ordinance 2016-01 for January 12, 2016.

Exhibits:

- 1 – Proposed Ordinance 2016-01
- 2 – Code provision
- 3 – PZ Staff Report w/o Ordinance
- 4 – PZ Minutes

Reviewed by Town Attorney:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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ORDINANCE 2016-01

1 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
2 THE-SEA, AMENDING CHAPTER 30, UNIFIED LAND
3 DEVELOPMENT REGULATIONS, OF THE CODE OF
4 ORDINANCES, BY AMENDING SECTION 30-11,
5 “DEFINITIONS” TO ADD AND MODIFY DEFINITIONS
6 RELATED TO DUPLEX USES; BY AMENDING SECTION
7 30-137, “NONCONFORMING USES AND STRUCTURES”
8 TO ADDRESS NONCONFORMING SPLIT LOT DUPLEX
9 DWELLINGS; BY AMENDING SECTION 20-221, “RD-10
10 DISTRICT-DUPLEX” TO ADDRESS NOTICE FOR
11 DUPLEX DEVELOPMENT; BY AMENDING SECTION 30-
12 241, “RM-25 DISTRICT—APARTMENTS AND LODGING”
13 TO CLARIFY THAT SPLIT LOT DUPLEX PROPERTIES
14 ARE SUBJECT TO THE NON-CONFORMING USE AND
15 STRUCTURE REQUIREMENTS OF SECTION 30-21 AND
16 REQUIRE THAT ALL DUPLEX DEVELOPMENT MUST
17 COMPLY WITH CERTAIN NOTICE REQUIREMENTS;
18 BY AMENDING SECTION 30-242, “RM-25 DISTRICT—
19 REGULATIONS FOR THE REDEVELOPMENT OF
20 EXISTING LOTS OF 60 FEET IN WIDTH OR LESS IN THE
21 RM-25 DISTRICTS” TO ELIMINATE THE
22 REQUIREMENT FOR CONDITIONAL USE APPROVAL
23 OF SINGLE FAMILY AND DUPLEX USES ON LOTS LESS
24 THAN 60 FEET IN WIDTH AND PROVIDE NOTICE
25 REQUIREMENTS FOR DUPLEX DEVELOPMENT;
26 PROVIDING FOR CODIFICATION, SEVERABILITY,
27 CONFLICTS AND AN EFFECTIVE DATE
28

29 WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the
30 “Town”) recognizes that changes to the adopted Code of Ordinances (the “Code”) are
31 periodically necessary in order to ensure that the Town’s land development regulations are
32 current and address the Town’s planning and regulatory needs; and

33 WHEREAS, the RD-10 zoning district permits duplex dwellings on a single lot; and

34 WHEREAS, over time some of these duplex dwellings have been subdivided, resulting
35 in two separate lots, each occupied with a single unit of a duplex dwelling, owned by two
36 separate property owners; and

ORDINANCE 2016-01

37 **WHEREAS**, while these subdivisions are not permitted under the Code, they do exist
38 and in many instances, have existed through multiple ownerships and sales; and

39 **WHEREAS**, the Town Commission desires to grandfather these pre-existing duplex lot
40 subdivisions under the Town Code and permit maintenance, repair and redevelopment on the
41 sites consistent with the Code and the surrounding neighborhood; and

42 **WHEREAS**, the Town Commission desires to clarify applicability of these new
43 provisions to duplex properties in the RM-25 district; and

44 **WHEREAS**, the Town finds it is imperative that duplex builders and future property
45 owners be aware of the inability to subdivide a duplex dwelling; and

46 **WHEREAS**, the current limitation of uses and conditional use requirements for RM-25
47 lots less than 60 feet in width leave a property owner with no permitted uses as of right; and

48 **WHEREAS**, the Town Commission desires to allow property owners to redevelop these
49 existing narrow lots with uses currently allowed, in order to provide at least minimum property
50 usage without conditional use procedures; and

51 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
52 reviewed this Ordinance at a duly noticed hearing on November 4, 2015 and recommended
53 _____; and

54 **WHEREAS**, the Town Commission conducted a first and second reading of this Ordinance
55 at duly noticed public hearings, as required by law, and after having received input from and
56 participation by interested members of the public and staff, the Town Commission has determined
57 that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the
58 Town, its residents, and its visitors.

ORDINANCE 2016-01

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS¹:

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Amendment. Section 30-11, “Definitions,” of Chapter 30, Unified Land Development Code, is hereby amended to read as follows:

Development permit. A building or zoning permit, or other action having the effect of permitting development.

Duplex unit shall mean one individual unit of a duplex dwelling as defined in this Section.

Dwelling. A building or portion thereof, designed or used exclusively for residential occupancy by one or more persons.

* * *

Dwelling, duplex or two-family. A building containing two single-family dwelling units, totally separated from each other by one dividing partition common to each unit, and contained entirely under one roof and designed for or occupied by two single-family housekeeping units, each unit having direct and individual access to the outside. A two-family dwelling (duplex) is a building on a single lot unless grandfathered as a Duplex Unit on a Split Lot Duplex Property pursuant to Section 30-21(m).

* * *

Hotel. One or more buildings or structures, or part of one or more buildings or structures kept, used, advertised as or held out to be a place where sleeping accommodations, with or without meals, are provided for transient lodgers; and, where a guest register or record is kept; and, where except for a bed and breakfast, each room or unit contains a full bathroom consisting of a minimum of a toilet, sink and shower or bathtub; and, where no kitchen is provided.

In existence shall mean that the split lot duplex property lot is shown on the Broward County Property Appraiser records as a separate lot prior to [the effective date of the ordinance], 2015.

Kitchen. A room or portion of a room within a building used for the storage and preparation of food and containing a sink with running water, a refrigerator, and a range or oven.

¹ Words in ~~strike through~~ type are deletions; words in underlined type are additions.

ORDINANCE 2016-01

* * *

Roof, mansard. A roof that has two slopes on each of the four sides, the lower slope being almost vertical to the ground, and the upper being almost horizontal to the ground.

Separate ownership shall mean ownership of a duplex unit and split lot duplex property by a different party than the party owning the adjacent split lot duplex property on which the remaining attached duplex unit is located. Such ownership shall be determined based on the Broward County Property Appraiser records.

Setback. The minimum horizontal distance between a structure and a property line of a lot or plot.

* * *

Setback, side. A yard between a building or structure and adjacent side lot line of the lot and extending from the front yard to the rear yard.

Shared duplex boundary shall mean the common property line running through the duplex dwelling that divides it into two separately owned units each on a split lot duplex property.

Short term tenancy uses. A hotel, motel, apartment hotel dwellings, apartment motel dwellings, time share dwellings, and bed and breakfast dwellings, as those terms are defined herein.

* * *

Sidewalk café. A use located on a sidewalk or portion of the right-of-way which is associated with a restaurant or food establishment where food or beverages are delivered and licensed for consumption on the premises. It shall be characterized by the presence of tables and chairs and may be shaded by awnings, canopies or umbrellas if permits for same have been issued. See chapter 17.

Split lot duplex property shall mean a property occupied by a duplex unit, which property was subdivided from a single legally conforming lot originally occupied by a duplex dwelling.

Story. A portion of a building, above the grade on which the building is located, between the upper surface of any floor and the upper surface of the floor next above. If there is no floor next above, then the story shall be measured from the upper surface of the last floor to the top of the tie beam.

* * *

SECTION 3. Amendment. Section 30-137, “Nonconforming Uses and Structures,” of Chapter 30, Unified Land Development Code, is hereby amended to read as follows:

ORDINANCE 2016-01

Sec. 30-137. Nonconforming uses and structures.

* * *

(m) Duplex properties. The previous provisions of Section 30-21 notwithstanding, all nonconforming duplex properties shall be governed by this section in addition to any applicable provisions of the zoning district and Section 7.1 of the Town Charter.

(1) Definitions. For purposes of this subsection, the following terms have been defined in Section 30-11:

- Duplex unit;
- Dwelling, duplex or two-family;
- In existence;
- Separate ownership;
- Shared duplex boundary;
- Split lot duplex property.

(2) Status.

a. Subdivision of platted lot occupied by a duplex dwelling prohibited. The subdivision of a property containing any duplex dwelling after [the effective date of this Ordinance] into a split lot duplex property is prohibited, and:

1. such duplex unit and lot shall be illegal nonconforming; and
2. the structure may not be maintained, expanded, or reconstructed except in full conformance with all the requirements of this Code.

b. Duplex unit on a split lot duplex property. A split lot duplex property that was created and under separate ownership on or before [the effective date of this Ordinance] shall be considered legal nonconforming. Such property shall be considered a legal lot and may be utilized for a single family dwelling, regardless of density limitations.

(3) Redevelopment of split lot duplex properties.

a. Repair, alteration, maintenance, or expansion of duplex unit or duplex dwelling on a split lot duplex property. Any duplex unit on a split lot duplex property in existence on or before [the effective date of this Ordinance] may be maintained, altered, or expanded in compliance with the regulations of the zoning district in which it lies.

b. Architectural review required. The exterior renovation, rebuilding, or restoration of a duplex unit shall be subject to the architectural review requirements of this Chapter for consistency in form and style with the remaining duplex unit to which the reconstructed duplex unit will be attached.

ORDINANCE 2016-01

The Town will allow an alternative architectural style if both of the owners of the split lot properties redevelop their property at the same time and submit a joint application.

c. Destruction of a duplex unit up to 50%. A duplex unit on a split lot duplex property that is destroyed by up to 50 percent of the current replacement cost of the duplex unit may be repaired and rebuilt as an attached duplex unit.

d. Destruction of a duplex unit greater than 50%.

1. If one or both duplex unit(s) on either side of a shared duplex boundary are damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to an extent that surpasses 50 percent of the replacement cost of either or both of the duplex units, then the split lot duplex properties owners may redevelop the duplex units together as a duplex dwelling if both of the property owners sign a maintenance agreement document provided by the Town or in a form approved by the Town Attorney.

2. If either of the property owners fail to sign a maintenance agreement, redevelopment of either split lot duplex property may occur only as a single-family structure with the following setback provisions:

i. The setback for the property line that was originally a shared duplex boundary, shall be not less than three (3) feet.

ii. If required in order to achieve the same square footage as the original duplex unit, the setback of other property lines may be reduced by an aggregate total of four (4) feet.

3. The property owner may apply for relief from other provisions of this Code, through administrative adjustments and/or variances as set forth in Section 30-127 or Section 30-128 of this Chapter, which relief may be granted only if the criteria of those provisions are determined to be met; however, no setback variances or adjustments shall be considered.

SECTION 4. Amendment. Section 30-221, “RD-10 district—Duplex,” of Chapter 30,

Unified Land Development Code, is hereby amended to read as follows:

Sec. 30-221. - RD-10 district—Duplex.

* * *

ORDINANCE 2016-01

(f) Notice Requirement. Any property owner applying for construction of a two-family/duplex dwelling must provide public notice that the lot upon which the duplex is constructed may not be subdivided or split. Notice pursuant to this subsection shall be in the form provided by the Town as approved by the Town Attorney and shall be recorded in the public records of Broward County prior to issuance of any building permit for the two-family/duplex dwelling.

* * *

SECTION 5. Amendment. Section 30-241, “RM-25 district—Apartments and lodging,” of Chapter 30, Unified Land Development Code, is hereby amended² to read as follows:

Sec. 30-241. - RM-25 district—Apartments and lodging.

(a) Use. No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended or designed for any one or more of the following uses:

(1) Permitted uses:

- a. Apartment house; and
- b. Hotel.

(2) Conditional uses. The following uses may be permitted, subject to the requirements for conditional use review as set forth in section 30-126 of the Town:

- a. Single-family residence;
- b. Duplex, subject to the notice requirement of section 30-221(f) (Split Lot Duplex Properties are subject to Section 30-21 Non-conforming uses);
- c. Group or foster homes (as defined in the Town's land use plan as special residential facilities category 1 and 2);
- d. Church or parish building;

SECTION 6. Amendment. Section 30-242, “RM-25 district—Regulations for the redevelopment of existing lots of 60 feet in width or less in the RM-25 districts,” of Chapter 30, Unified Land Development Code, is hereby amended³ to read as follows:

Sec. 30-242. - RM-25 district—Regulations for the redevelopment of existing lots of 60 feet in width or less in the RM-25 districts.

² Words in ~~strike through~~ type are deletions; words in underlined type are additions.

³ Words in ~~strike through~~ type are deletions; words in underlined type are additions.

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These provisions are intended to encourage the redevelopment of property within the Town. These provisions shall apply only to existing lots or plots of 60 feet or less in width west of or fronting on Bougainville Drive. These provisions shall not be applicable to lots or plots that are created by the subdivision of wider lots or plots. The provisions of the Town's Land Development Code shall continue to apply, especially those pertaining to the development within an RM-25 district, except that the provisions herein set forth shall apply to the redevelopment of lots or plots 60 feet in width or less to the extent of a conflict.

(a) Density.

- (1) Lots or plots with less than or equal to 140 feet in depth shall be limited to two dwelling units per lot or plot with a minimum of 1,800 square feet of living area in each dwelling unit;
- (2) Lots or plots greater than 140 feet in depth shall be limited to three dwelling units per lot or plot with a minimum of 2,000 square feet of living area in each dwelling unit.
- (3) Hotel, motel or short-term tenancy units are a prohibited use for such lots or plots west of Bougainville Drive.
- (4) Single family and duplex dwellings are exempt from the conditional use approval requirements established in 30-241(a) 2, but are otherwise subject to the notice requirement of section 30-221(f).
- (5) Split Lot Duplex Properties are subject to Section 30-21 Non-conforming uses.

* * *

SECTION 7. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

ORDINANCE 2016-01

293 **SECTION 9. Conflicting Ordinances.** All prior ordinances or resolutions or parts thereof
294 in conflict herewith are hereby repealed to the extent of such conflict.

295 **SECTION 10. Effective Date.** This Ordinance shall become effective immediately upon
296 passage on second reading.

297 Passed on the first reading, this ____ day of _____, 2015.

298 Passed on the second reading, this ____ day of _____, 2015.

299

300

301

Mayor Scot Sasser

302

303

First Reading

Second Reading

304 Mayor Sasser

305 Vice-Mayor Vincent

306 Commissioner Brown

307 Commissioner Dodd

308 Commissioner Sokolow

309

310 Attest:

311

312 _____
Tedra Smith, Town Clerk

313 (CORPORATE SEAL)

314 Approved as to form:

315

316

317 _____
Town Attorney, Susan L. Trevarthen

PART II - CODE OF ORDINANCES
Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS
ARTICLE V. - ZONING
DIVISION 2. - DISTRICTS

Subdivision D. RD-10 District Regulations

Sec. 30-221. RD-10 district—Duplex.

- (a) *Use.*
- (1) No building or premises shall be used, and no building with its usual accessories shall be erected or altered other than a building or premises used exclusively for a single-family dwelling or two-family dwelling (duplex).
 - (2) Construction limited to one building only on lots of 80 feet or less in width.
 - (3) Vacation rental is a permitted accessory use if a vacation rental certificate is first obtained pursuant to [section 30-327](#)
- (b) *Height.* No building shall exceed two stories.
- (c) *Setbacks.* All setbacks shall conform to the following:
- (1) Front setback. No residence shall have a front setback of less than 25 feet.
 - (2) Side setback. No building or any part thereof shall be erected on any lot closer than 7.5 feet to either side lot line.
 - (3) Rear setback. No residence or accessory building thereof shall have a rear setback of less than ten feet for a single story and less than 12 feet for two stories; except that where the rear lot abuts the Intracoastal or inland waterways, a minimum 15-foot rear setback from the seawall shall be required.
 - (4) Roof overhangs. Front and rear roof overhangs, cornices, or eaves, may project or extend no more than 36 inches into a required setback except side roof overhangs may only extend within five feet from the property line.
- (d) *Density.* Dwelling units shall not exceed a net density of ten dwelling units per acre.
- (e) *Minimum building size.* No building shall be erected on any lot, not a waterfront lot, which does not comprise at least 1,200 ground floor square feet of floor space, exclusive of utility rooms, porches, garages and/or carports; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 1,300 ground floor square feet of floor space, exclusive of utility rooms, porches, garages, and/or carports.

(Ord. No. 316, § 1, 1-9-90; Ord. No. 03-511, § 2, 4-8-03; Ord. No. 2007-14, § 2(Exh. A), 9-25-07;
Ord. No. 2009-19, § 6, 5-26-09; Ord. No. 2009-30, § 5, 12-1-09; Ord. No. 2012-15, § 3, 10-9-2012)

Town of Lauderdale-By-The-Sea
Development Services Department



To: Planning and Zoning Board
From: Linda Connors, Town Planner
Date: October 30, 2015
Meeting Date: November 4, 2015

Old Business: Non-Conforming Uses - Duplexes

The purpose of this agenda item is to explain the proposed Ordinance 2015-19 (**Exhibit I**), which amends Section 30-137 Nonconforming uses and structures to address duplex properties that have been subdivided from a single lot.

Background

A Duplex or two family dwelling is defined in the Section 30-11 of the Town's code as:

Dwelling, duplex or two-family. A building containing two single-family dwelling units, totally separated from each other by one dividing partition common to each unit, and contained entirely under one roof and designed for or occupied by two single-family housekeeping units, each unit having direct and individual access to the outside. A two-family dwelling (duplex) is a building on a single lot.

Duplexes are regulated in the Town Code in Section 30-221. RD-10 district – Duplex (**Exhibit 2**). The zoning district language includes regulations regarding setbacks, density, height and minimum building size. The regulations do not allow for the subdivision of a lot to allow separate ownership of a portion of the property and each duplex unit.

Since the Code does not anticipate that a duplex lot could be subdivided, all kinds of problems occur when a lot is divided such as:

1. The duplex unit is immediately in violation of side setback requirements;
2. The duplex unit may not be able to meet the minimum building size of its zoning district;
3. The allowed density (10 units an acre) may be exceeded;
4. The Town and the State do not address maintenance issues that can result from the separate ownership of a single building;
5. There may be Building Code issues when permits need to be pulled to repair common areas, which are often not clearly defined; and
6. There may be conflicts between owners when common areas need to be fixed.

Last year during the normal course of business, we became aware of a duplex in the Town that was subdivided into two lots so that ½ of the duplex (1 unit) had a separate folio number and could be sold as a single unit. After further investigation, we found that there are a total of twenty-four (24) RD 10 – Duplex zoned properties in town that have been subdivided (originally 12 lots) so that there is ½ of a duplex on the property (1 unit).

The RD-10 zoning code includes the following requirements:

1. Net density not to exceed 10 dwelling units an acre;
2. Minimum building size at least 1,200 square feet for non-waterfront properties and 1,300 square feet for waterfront properties; and
3. Building setbacks of 7 ½ feet – side; 10 feet rear and 25 feet front

Table 1 below identifies the density, building footprint and subdivision date. This information was determined from Broward County Property Appraiser's website.

Table 1

	PROPERTY	DENSITY EXCEEDED	BLDG FOOTPRINT . S.F.	SUBDIVISION DATE
		10 units per acre	min. 1200 s.f. dry lot	year
		1 unit per 4356 s.f.	1300 s.f. waterfront lot	
1	257 NEPTUNE AVE.	Y	1,560.00	2003
2	259 NEPTUNE AVE.	N	1,080.00	2003
3	264 NEPTUNE AVE.	N	1,439.00	2011
4	267 HARBOR DR.	N	1,439.00	2010
5	268 NEPTUNE AVE.	N	1,439.00	1992
6	269 HARBOR DR.	N	1,365.00	1992
7	4319 W TRADEWINDS AVE.	Y	1,626.00	1991
8	4315 W TRADEWINDS AVE.	Y	1,480.00	1991
9	4239 W TRADEWINDS AVE.	Y	1,316.00	1998
10	4241 W TRADEWINDS AVE.	Y	1,494.00	1998
11	4331 W TRADEWINDS AVE. B	Y	1,363.00	2004
12	4331 W TRADEWINDS AVE. A	Y	1,363.00	2003
13	220 PINE AVE.	Y	1,357.00	1999
14	218 PINE AVE.	N	1,080.00	1999
15	263 NEPTUNE AVE.	N	1,252.00	2003
16	265 NEPTUNE AVE.	N	1,252.00	2004
17	4632 SEAGRAPE DR.	Y	1,606.00	1998
18	4630 SEAGRAPE DR.	Y	1,606.00	1999
19	4628 SEAGRAPE DR.	Y	1,606.00	1999
20	4626 SEAGRAPE DR.	Y	1,606.00	2000
21	4624 SEAGRAPE DR.	Y	1,606.00	1998
22	4622 SEAGRAPE DR.	Y	1,606.00	1998
23	229 GARDEN CT.	N	1,505.00	2007
24	227 GARDEN CT.	N	1,540.00	2007

Red text = code provisions are not met

Of the subdivided properties, 92% meet minimum building size requirements; 58% meet density requirements and 0% meet the setback requirements. Setback requirements are impossible to meet for split lot duplex properties because the shared property line has a 0' setback and the required side setback is 7.5' and the required rear setback is a minimum of 10'.

Subdividing a duplex violates the RD-10 – Duplex zoning regulations and makes the properties non-conforming with the Town's regulations. Non-conforming buildings cannot be expanded or improved and cannot be rebuilt if the property is destroyed. The small lot created by the illegal subdivision would significantly limit the replacement building size on a split duplex property if the original duplex building was destroyed.

When we originally addressed this issue last year, we sent a letter to all current duplex zoned property owners informing them of the RD-10 zoning regulations and let them know that subdividing a lot is illegal. As you can imagine, we received several calls from owners of subdivided duplexes and received valuable insight from them as to the Town's former practice regarding the subdivision of duplex properties.

After researching the Property Appraiser's records, we found that the subdivision of duplex lots to allow separate ownership for each ½ of the duplex appears to have started in 1991. This practice is at odds with the Town's duplex definition and the RD10 - Duplex zoning regulations. There is some documentation that some property owners checked with the Town before subdividing their property to confirm the legality of the action and Town staff at the time allowed the subdivision of the duplex unit, even though we believe this practice was at odds with the Town's zoning code.

With all of this information, we concluded that we needed a solution that would make any subdivided duplex prior to the effected date of the proposed ordinance a legal non-conforming use. An existing subdivided duplex could be bought and sold; however, it would remain illegal to subdivide a duplex in the future.

We brought an ordinance to the Planning and Zoning Board at their February 2014 meeting for review (**Exhibit 3 – meeting minutes**) that proposed the following amendments to the code:

- provided definitions for “duplex unit”, “in existence”, “separate ownership”, “shared duplex boundary” and “split lot duplex property”;
- granted legal non-conforming status to duplex dwellings on a single lot that do not meet the density requirements of the zoning district;
- provided legal non-conforming status for those properties that were subdivided prior to the adoption of this ordinance;
- allowed a split lot duplex unit that is destroyed by up to 50% to be repaired and rebuilt as an attached duplex unit with the added requirement of architectural review to ensure the new construction is consistent with the form and style of the remaining duplex;
- required duplex units on a split duplex lot that are damaged or destroyed greater than 50% to be redeveloped as a single family structure and reduced the setback for the shared duplex boundary to 3’.

The Board reviewed the item and asked staff to review the following issues and incorporate them into the proposed ordinance:

1. Property owners should be able to rebuild the same size building as was originally constructed.
2. They should be able to rebuild a duplex (not just single family) if they have a maintenance agreement or covenant with their neighbor.
3. A standard maintenance agreement form should be provided by the Town.
4. A document should be recorded on the duplex property to document that split lots are not allowed in the Town's zoning regulations.

Review

Staff changed the original proposal to address the Planning and Zoning Board's request. Ordinance 2015-19 (**Exhibit 1**) includes the following differences to the original proposal:

1. If a property is destroyed by 50% or more and no maintenance agreement exists, the property may be rebuilt as a single family dwelling with special setbacks that should allow the property owner to achieve nearly the same square footage as existed in the original unit. The setback property line that was originally shared shall be not less than three (3) feet and, if required to achieve the same square footage as the original building, the setback requirements for the other property lines may be reduced by an aggregate total of four (4) feet.
2. Allow that a split duplex unit can be rebuilt as an attached duplex unit if there is a maintenance agreement, approved by the Town Attorney, for the two split duplex units.
3. Updates and clarifies the definitions that were previously included in the ordinance.
4. Requires Town to provide a standard maintenance agreement that property owners can use. (Policy Issue)
5. Town will record a document that explains the legality of duplex properties on each property occupied by a duplex. (Policy Issue)
6. The changes will apply to duplex properties in both the RD-10 zoning district and the RM-25 zoning district.
7. The provisions for narrow lots (less than 60') in the RM-25 district were revised to provide that single family and duplex uses may be developed on those narrow lots without conditional use review.

Property owners for all duplex zoned properties as well as the RM-25 properties that currently have duplex units were notified of the November 4th Planning and Zoning Board meeting.

Summary Findings and Recommendations

We believe that adding this language is in the best interest of the Town. It provides legal non-conforming status for those properties that have already been subdivided. It also provides standards for future redevelopment of split duplex properties and provides flexibility to allow a split duplex unit to be reconstructed. We believe that this ordinance also incorporated the issues that the Planning and Zoning Board discussed last year when considering this topic.

Staff asks that the Planning and Zoning Board recommend to the Town Commission the approval of proposed Ordinance 2015-19. If approved, the Ordinance will be scheduled on the Town Commission's December 8, 2015 agenda for first reading.

If the Commission adopts the ordinance, staff will send a letter to all duplex properties owners providing the new ordinance language. We will further record a document in the public records for each duplex property.

Exhibits:

- 1 - Ordinance 2015-19
- 2 – Section 30-221 RD-10 District Regulations
- 3 – Planning and Zoning Board Minutes – February 2014

**TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD
MEETING MINUTES**

*Jarvis Hall - 4505 Ocean Drive
Wednesday, November 4, 2015
6:00 P.M.*

1. CALL TO ORDER

Chair David Chanon called the meeting to order at 6:00P.M.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

3. ROLL CALL

Members present were David Chanon, Roseann Minnet, Charles Clark, and 1st Alternate John Lanata. Members absent were Patrick Potts, Patrick Murphy, and 2nd Alternate Gerri Ann Capotosto. Also present were Town Attorney Kathy Mehaffey, Development Services Director Linda Connors, and Clerk Idalia Gutierrez.

4. APPROVAL OF MINUTES

a. Previous Meeting Minutes – August 27, 2015

Ms. Minnet made a motion to approve the minutes of August 27, 2015 as presented. The motion was seconded by Mr. Clark. The motion carried 4-0.

5. PUBLIC COMMENTS

The Chair called for public comments. There were no public comments.

6. NEW BUSINESS

a. Electronic Signs

(Linda Connors, Director of Development Services)

Development Services Director Linda Connors said that this agenda item is a review of electronic signage. Per the Code, electronic signs are prohibited in the Town. The Town Commission asked the Planning and Zoning Board for a review and recommendation of the Code dealing with electronic signs because they received a request from a business owner. Ms. Connors prepared a code analysis regarding electronic signage. She said that a few years ago, the sign code was reviewed by the Planning and Zoning Board. At that time, the Town Commission voted against lifting the prohibition on electronic signs. Staff supports that decision because they believe electronic signs do not meet the characteristics of the Town. Ms. Connors will bring the Planning and Zoning Board's recommendation back to the Town Commission on November 24, 2015. Chair Chanon thought that electronic signs could be tastefully done and could fit into the Town's

characteristics but it would be very hard to regulate. The three other board members present agreed with Chair Chanon.

Ms. Minnet made a motion to support Staff's recommendation not to allow the use of electronic signs in the Town of Lauderdale-By-The-Sea. The motion was seconded by Mr. Clark. The motion carried 4-0.

Just for the record, Ms. Connors stated that an e-mail was sent to the Chamber and to the business owner who brought this item up. This e-mailed informed them that this item was on the agenda. Ms. Minnet said that an electronic sign could be okay but the Town cannot regulate what electronic signage could come afterward. She felt that new businesses should talk to Staff or the Chamber to see what they can and cannot do per the Town's Code. If they get the information ahead of time, they will not be surprised.

b Non-Conforming Uses – Duplexes
(Linda Connors, Director of Development Services)

Development Services Director Linda Connors said that this agenda item regarding non-conforming uses - duplexes was discussed about a year ago. Ms. Connors gave a PowerPoint presentation tonight starting with the definition of a duplex. She said it is a building containing two single-family dwelling units, totally separated from each other by one dividing partition common to each unit, and contained entirely under one roof and designed for or occupied by two single-family housekeeping units, each unit having direct and individual access to the outside. A duplex is on a single lot. The Town found that lots have been subdivided creating separate folio numbers. If lots are subdivided, Ms. Connors explained the problems immediately created (e.g., violation of side setback requirements). The duplex may not be able to meet the minimum building size in its zoning district and the allowed density may be exceeded. There is no direction from the Town and the State regarding maintenance issues caused by separate ownership of a single building. As common areas are often not clearly defined, there may be Building Code issues when permits need to be pulled causing conflicts between owners. The Town will not be able to provide a zoning compliance letter which may affect a potential property owner's ability to secure Title Insurance (and may affect the ability to sell the unit). The Town cannot allow a non-conforming unit to expand, if an owner wants to improve their unit.

Ms. Connors then explained the requirements of the RD-10 Zoning District. She said that the net density was not to exceed ten dwelling units an acre. The minimum building size was to be at least 1,200 square feet for non-waterfront properties and 1,300 square feet for waterfront properties. The building setbacks are 7 ½ feet – side; 10 feet rear and 25 feet front. Ms. Connors said they found 12 properties that were divided creating 24 units. As there was one-half of a duplex on each of the properties, they no longer met the definition of duplex. Eight per cent of the divided properties in the RD-10 district do not meet minimum building size. While forty-two per cent do not meet density requirements, all of them do not meet setback requirements. Ms. Connors said that the Town has about 100 duplex properties and a little more than 10% has subdivided.

Ms. Connors said that this item was before Planning and Zoning Board last February. We thought we should grant non-conforming status because we did not want to unduly punish those who subdivided prior to the Ordinance. Ms. Connors explained that they took all the comments from

the Board and used the Ordinance from that meeting and updated it to include the Board's comments.

The proposed Ordinance provides definitions for "duplex unit", "in existence", "separate ownership", "shared duplex boundary" and "split lot duplex property". It further provides legal, non-conforming status for those properties that were subdivided prior to the adoption of this Ordinance. Ms. Connors explained the proposed language for the RD-10 Zoning District which allows a split lot duplex unit that is destroyed by up to 50% to be repaired and rebuilt as an attached duplex unit. It added architectural review requirement to ensure the new construction is consistent with the form and style of the remaining duplex. If it is more than 50% damaged and a maintenance agreement is in place (or put in place), rebuilding as a duplex is allowed. If there is no maintenance agreement in place, the code allows a single family house to be built with reduced setback requirements so that the same size home can be built for 3' on shared duplex boundary and 4' aggregate reduction on all other setbacks. The proposed amendments for duplex properties will also apply to the RM-25 Zoning District for duplexes.

An unrelated code change for narrow RM-25 lots was amended to eliminate the requirement for conditional use approval of a single family or duplex to help encourage hotels. For related policy issues, the Town will record the document for each property that has a duplex.

Chair Chanon wanted to know how the percentage of damage is reached. Ms. Connors explained that it is under the Building Code. Generally speaking, it is the value of the building as determined by the Property Appraiser. Discussion ensued about the Maintenance Agreement. Chair Chanon wanted to know what qualifies as a Maintenance Agreement. Ms. Connors said there will be two different. If the owners make one, that form has to be approved by the Town Attorney. They can also choose the one written by the Town Attorney. This Maintenance Agreement will be a simple, standard form that can be utilized by everyone. Ms. Connors explained about having on record that duplexes cannot be subdivided. This information will show up during a title search of existing duplexes. Ms. Mehaffey explained that the Maintenance Agreement or any basic legal document would not come before the board. Ms. Minnet wanted to know if anyone contacted the homeowners to see if they had maintenance agreements in place. Ms. Connors answered that when this was previously in front of this board, Patrick Potts spoke about his property and that he did have a Maintenance Agreement. He is in the RM-25 Zoning District. Ms. Connors said that in 2014 when this was initially reviewed, we sent a letter to all the duplex property owners letting them know we were going to discuss this issue. Also, we sent a letter for this meeting to those who had a duplex on their property in the RM-25 Zoning District. Ms. Connors said that we did what we could to notice the public and let them know this was going before the Town Commission in December. Mr. Clark wanted to know if any owners contacted Ms. Connors and she answered that she heard from two who had conforming properties.

Ms. Connors said that they realized that they forgot to amend the Architectural Review Section. They will add to the Ordinance before going to the Town Commission that duplex properties that are split will be reviewed. This is Section 30-51 C (Applicability). For clarification, Ms. Mehaffey said that this is already written into the Ordinance and just needs to be cross-referenced in the Architectural Review Section of the Code. This will help those twenty-four owners of the split duplexes. This seems to be the fairest way to work with this situation. Ms. Minnet said that we have the situation and are trying to move forward with it in the best way we can. Discussion ensued about the variance process and Ms. Connors explained when the duplex homeowner cannot go through this process.

Ms. Minnet made a motion to approve Staff's recommendations on the duplex issue. The motion was seconded by Mr. Lanata. The motion carried 4-0.

7. OLD BUSINESS

Ms. Connors asked about moving the December 16, 2015 meeting to December 9, 2015 at 6:00PM. All the board members present were in favor of this date change. Ms. Connors said that she would have ordinances prepared for this meeting.

8. UPDATES/BOARD MEMBER COMMENTS

Ms. Minnet reminded everyone of the Veteran's Day Event on November 11, 2015 at 10:00AM. She asked everyone to show as much support for this event as it will be the first time the Town had such an event. She would encourage an event like this every year.

9. ADJOURNMENT

Ms. Minnet made a motion to adjourn at 6:45PM. The motion was seconded by Mr. Clark. The motion carried 4-0.



Chair David Chanon

ATTEST:

Date Accepted: 11/18/15

Development Services Director Linda Connors





Agenda Memorandum

Development Services

Department

Linda Connors

Assistant Director & Town Planner

COMMISSION MEETING DATE: December 8, 2015
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- | | | | |
|--|---|---------------------------------------|---|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: First Reading of Ordinance 2015-17, which amends the definitions used in Chapter 5 and Chapter 30 Related to Channels and Mooring Area; Creates a Standard Mooring Area and a Marina Mooring Area; Amends the Requirements for Docking and Mooring of Watercraft; and, Reorganizes the Requirements for Conditional Use in B-1 and B-1-A Zoning Districts.

EXPLANATION: The Town Commission approved Ordinance 2015-08 on first reading at their September 8, 2015 meeting. That ordinance included a proposed amendment that would have required a conditional use permit for a marina use and for an expanded mooring area (marina mooring area). This was a concern to Silver Shores Yacht Basin, Inc. (**Marina**), which owns the marina located at 230 Basin Drive. The Commission directed staff to work with the property owners to revise the ordinance to create a better long term solution for the existing marina and, on November 10th, tabled second reading until January 12, 2016. Because the proposed changes are significant, proposed Ordinance 2015-17 (**Exhibit 1**) is a suggested replacement for Ordinance 2015-08. If Ordinance 2015-17 is acceptable to the Commission, we will withdraw proposed Ordinance 2015-08.

As the Commission is aware from past communications, we worked with the Marina owners and crafted a better long-term solution that is based on dividing (Partitioning) the common ownership interest of the Town (18/19th ownership) and the Marina (1/19th ownership) in the submerged land. The Marina would end up owning 100% the submerged land under the marina and the Town would own 100% of the rest of the submerged land in the canal. This allows the Marina to then apply for a site plan amendment to create a Marina Mooring Area under the new process established by the Ordinance. Proposed Ordinance 2015-17 has been provided to the Marina and they have not expressed any concerns.

The rest of the amendments in Ordinance 2015-17 remain the same as what was proposed in Ordinance 2015-08. As we noted when processing Ordinance 2015-08, pursuant to our practice and commitment to the Town Commission, we reviewed the affected Code sections in a broader context and recommended amendments to streamline, update and clarify the code. These changes include the relocation of Medical Marijuana conditional use requirements; please note there are no text changes to the Medical Marijuana conditional use requirements.

Agenda Memorandum

Page 2



If the proposed Ordinance 2015-17 passes on first reading, we will proceed with the development of the partitioning agreement, which will require Commission approval. After adoption of Ordinance 2015-17, we will schedule the partitioning agreement for Commission approval and then the Marina can apply for a site plan amendment to create their Marina Mooring Area. The site plan amendment requires Commission approval.

The Planning and Zoning Board reviewed the Ordinance 2015-08 at their August 27, 2015 meeting and recommended approval. If the Commission approves Ordinance 2015-17 on first reading, staff will present this new ordinance to the Board at their January 20, 2016 meeting.

RECOMMENDATION: We recommend proposed Ordinance 2015-17 be approved on first reading. Second Reading is planned for January 26, 2016.

Exhibits: 1 - Proposed Ordinance 2015-17

Reviewed by Town Attorney:

<input checked="checked" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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File: T:\0 Agenda\12-8-15 Commission\Dev Services\Marine Ord 2015-17 first read\12-8-15 AM Marine Ord 2015-17.docx

Exhibit 1

ORDINANCE 2015-17

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, “BEACHES AND WATERWAYS” BY AMENDING SECTION 5-1, “DEFINITIONS” TO CLARIFY THE DEFINITION OF WATERCRAFT; AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES, BY AMENDING SECTION 30-11, “DEFINITIONS”, TO PROVIDE DEFINITIONS RELATED TO MARINA USES; BY AMENDING DIVISION 2, “DISTRICTS” OF ARTICLE V, “ZONING”, TO RENAME SUBDIVISION G, “BUSINESS ZONING DISTRICT REGULATIONS” TO “B-1-A DISTRICT REGULATIONS”, TO DELETE SECTION 30-260 TO ELIMINATE DUPLICATION, TO AMEND SECTION 30-261, “B-1-A DISTRICT – BUSINESS” TO REORGANIZE REQUIREMENTS FOR CONDITIONAL USES, AND TO AMEND SECTION 30-271, “B-1 DISTRICT – BUSINESS” TO CORRECT REFERENCES AND PROVIDE FOR PERMITTED USE OF MARINAS, IDENTIFY SPECIFIC REQUIREMENTS FOR MARINA USES, AND REORGANIZE REQUIREMENTS FOR CONDITIONAL USES; BY AMENDING SECTION 30-311, “BOATS, BOAT LIFTS, BOATHOUSES AND ANCHORAGE,” TO AMEND AND CLARIFY THE REQUIREMENTS FOR DOCKING AND MOORING OF WATERCRAFT AND PROVIDE A PROCESS AND REQUIREMENTS FOR THE DESIGNATION OF MARINA MOORING AREAS; BY AMENDING SECTION 30-318, “MINIMUM PARKING REQUIREMENTS” TO MODIFY PARKING REQUIREMENTS FOR MARINAS IN A YACHT BASINS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

Exhibit 1

Ordinance 2015-17

1 **WHEREAS**, the Town Commission recognizes that changes to the adopted Code of
2 Ordinances are periodically necessary in order to ensure that the Town's regulations are current
3 and consistent with the Town's planning and regulatory needs; and

4 **WHEREAS**, the Town desires to clarify and update references and definitions and to
5 maintain a streamlined regulatory framework; and

6 **WHEREAS**, the Town desires to reorganize conditional use requirements in the business
7 districts for consistency and ease of reference; and

8 **WHEREAS**, the Town Code of Ordinances does not provide for the location or
9 operation of a marina; and

10 **WHEREAS**, the Town Commission desires to provide an approval process allowing for
11 the establishment of the existing marina located on Basin Drive as a legal, conforming use; and

12 **WHEREAS**, the Town Commission desires to provide standards for marinas and clarify
13 the requirements for docking and mooring in the Town; and

14 **WHEREAS**, the Town Commission has determined that it is in the best interests of the
15 citizenry and general public to provide appropriate zoning regulations for marinas to ensure that
16 the location and development standards are compatible with surrounding businesses and
17 residences, and consistent with the Comprehensive Plan; and

18 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
19 reviewed the contents of this Ordinance at a duly noticed public hearing on August 27, 2015, and
20 recommended approval (4-0) of the amendments with additional recommendations; and

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Exhibit 1

Ordinance 2015-17

WHEREAS, the Town Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.¹

SECTION 2. Amendment. Chapter 5, "Beaches and Waterways" of the Code of Ordinances, Section 5-1, "Definitions" is hereby amended as follows:

Sec. 5-1. - Definitions.

The following words and phrases, when used in this chapter, shall have the following meanings respectively ascribed to them except where the context clearly indicates a different meaning:

* * *

Taxi shall mean a licensed public motor vehicle for hire designated and constructed to seat not more than seven persons and operating as a common carrier on call or demand.

Watercraft shall include, but not be limited to, any boat, vessel, barge, personal watercraft, ~~water jet~~ ski, or any other similar contrivance or device, motorized or non-motorized, used or capable of being used as a means of transportation on the water.

Watercraft operator means a person who is in actual physical control of or steering a watercraft or who is exercising control over or steering any device being towed by a watercraft.

* * *

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Exhibit 1

Ordinance 2015-17

SECTION 3. Amendment. Chapter 30, Unified Land Development Regulations of the Code of Ordinances, Section 30-11, “Definitions” is hereby amended as follows:

Section 30-11. - Definitions.

(c) *Abbreviations and definitions.*

(1) *Abbreviations.* The following abbreviations are used in this chapter and shall have the following meaning:

Ac	Acre
DSD	Development Services Director
* * *	

(2) *Terms defined.*

Code. The Town of Lauderdale-By-The-Sea Code of Ordinances.

Common Docking Area. That part of a Standard Mooring Area or Marina Mooring Area that is shared by lots adjacent or contiguous to a waterway and created when extended boundary lot lines intersect in the relevant Mooring Area.

Community residential facility, category 1. A housing facility that is licensed by the State of Florida for no more than eight individuals who require treatment, care, rehabilitation or education. The facility is usually referred to as a group home. This includes individuals who are elderly, dependent children, physically disabled, developmentally disabled, or individuals not overtly of harm to themselves or others. The facility provides a family living environment including supervision and care necessary to meet the physical, emotional and social needs of the Individuals. It may or may not provide education or training. It may or may not have more than one kitchen within the housing facility. There may be more than one special residential facility category 1 on a parcel.

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Exhibit 1

Ordinance 2015-17

Marijuana. Any strain of cannabis or marijuana, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as "Medical Marijuana."

Marina. A business in a business zoning district that provides for the secure mooring or docking of watercraft in the Marina Mooring Area adjacent to the property. This definition does not embrace or include construction, overhaul or major exterior repair, painting or remodeling activities, the wet or dry storage/docking of inoperable watercraft or any type of activity associated with a boatyard or dry dock facility.

Marina Mooring Area. The specific area for the mooring or docking of watercraft in a marina that has been designated by resolution of the Town Commission as part of a property's approved site plan pursuant to Sec. 30-311.(d).

Market. A retail establishment specializing in the sale of certain goods and products [i.e., a fish market]. The definition of market does not include flea market.

* * *

Medical marijuana treatment center. Any facility licensed by the Florida Department of Health to acquire, cultivate, possess, process (including but not limited to development of related products such as food, tinctures, aerosols, oils, or ointments), transfer, transport, sell, distribute, dispense, store, or administer marijuana, products containing marijuana, related supplies, or educational materials, as authorized by state law. A medical marijuana treatment center may include retail sales or dispensing of marijuana. A facility which provides only retail sales or dispensing of marijuana shall not be classified as a medical marijuana treatment center under this chapter. Also may be referred to as a "medical marijuana treatment facility" or "dispensing organization" or other similar term recognized by state law.

Mooring Area. See *Marina Mooring Area* or *Standard Mooring Area*

Motel. See "Hotel."

Motorized scooter/moped. The definition of motorized scooter and the definition of moped shall be as set forth in F.S. § 316.003.

Navigational Channel. Except when the Town approves an alternative navigational channel as part of the approval of a Marina Mooring Area, the navigational channel shall be the center 40 percent of the width of a waterway with:

1. The center of the channel coinciding with the centerline of the waterway; and
2. In a navigable dead-end Waterway, the navigational channel shall end a distance from the Terminus of the dead-end Waterway that is equal to the distance between the navigational channel and seawall or shoreline, as measured along the same waterway before its Terminus. This shall be interpreted to mean that the distance of the Standard Mooring Area from the Terminus shall be equal to the width of the Standard Mooring Area along one side of the waterway and the navigational channel shall end

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Exhibit 1

Ordinance 2015-17

107 at the Standard Mooring Area or Marina Mooring Area of the Terminus. The
 108 dimensions of the navigational channel adjacent to a Marina Mooring Area may be
 109 modified by the Town pursuant to 30.311.

110 *Neighborhood vehicle or low speed vehicle.* The definition of neighborhood vehicle and low
 111 speed vehicle shall be as set forth in subsection (8) of section 261.03, Florida Statutes.

112 * * *

113 *Sidewalk café.* A use located on a sidewalk or portion of the right-of-way which is associated
 114 with a restaurant or food establishment where food or beverages are delivered and licensed
 115 for consumption on the premises. It shall be characterized by the presence of tables and
 116 chairs and may be shaded by awnings, canopies or umbrellas if permits for same have been
 117 issued. See chapter 17.

118 *Standard Mooring Area.* The area equal to thirty (30) percent of the width of the waterway
 119 measuring perpendicularly from the recorded property line available to moor watercraft to
 120 mooring structures.

121 *Story.* A portion of a building, above the grade on which the building is located, between the
 122 upper surface of any floor and the upper surface of the floor next above. If there is no floor
 123 next above, then the story shall be measured from the upper surface of the last floor to the top
 124 of the tie beam.

125 * * *

126 *Tent.* Any structure or enclosure, the roof of which and/or one-half of the sides are silk,
 127 cotton, canvas, fabric or material.

128 *Terminus.* The recorded property line at the end of a dead-end waterway.

129 *Tie beam.* A horizontal timber or beam that connects two opposite members or wall
 130 structures, situated at the top or near the top of the members or wall structures, and so placed
 131 to keep the members or wall structures vertical to the ground.

132 * * *

133 ~~*Vessel.* See Watercraft. Includes every description of boat, watercraft, barge and airboat~~
 134 ~~capable of being used as means of transportation on water.~~

135 *Watercraft.* Watercraft As defined in Chapter 5.

136 *Waterway.* Any navigable waterway that provides access for a watercraft to and including the
 137 Intracoastal Waterway.

138 * * *

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Exhibit 1

Ordinance 2015-17

SECTION 4. Amendment. Chapter 30, Unified Land Development Regulations of the Code of Ordinances, Article V, Zoning, Division 2, Districts, is hereby amended as follows:

Chapter 30 - UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE V. – ZONING

DIVISION 2. - DISTRICTS

Subdivision G. - ~~Business Zoning District Regulations~~ B-1-A District Regulations

Sec. 30-260. ~~Business zoning districts.~~ Reserved.

~~(a) List of districts:~~

~~(1) B-1 A.~~

~~(2) B-1.~~

~~(b) Purpose and intent:~~

~~(1) The B-1 A district is intended to meet the shopping and service needs of the Town residents and visitors. The B-1 A district limits certain uses which could have a detrimental effect on the local community if these uses were permitted to exist without certain standards being met. The B-1 A district is located primarily in the center of the Town's business district.~~

~~(2) The B-1 district is intended to provide for the location of commercial business establishments dependent upon high visibility. The B-1 district limits certain uses which could have a detrimental effect on abutting residential neighborhoods if these uses were permitted to exist without certain standards being met. The B-1 district is located primarily on Commercial Boulevard.~~

~~(c) Supplemental regulations – Business districts:~~

~~Sale of alcoholic or intoxicating beverages: A permitted or conditional use in either the B-1 A or B-1 zoning district that sells any alcoholic or intoxicating beverages shall be subject to the regulations as set forth in Chapter 3, Alcoholic Beverages, of the Town Code of Ordinances.~~

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Item No. 15.a.i.
Exhibit 1

Ordinance 2015-17

Sec. 30-261. - B-1-A district—Business.

(a) B-1-A uses permitted.

* * *

(2) *Conditional uses.* The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

* * *

h. Medical marijuana retail center, subject to ~~all of the following~~ requirements as set forth in subsection (k) below.

~~1. *Application.* In addition to the standard development approval application requirements and meeting all the requirements for a conditional use under this chapter, an application for conditional use approval for a medical marijuana retail center shall:~~

~~i. Be a joint application by the property owner and the tenant, if the medical marijuana treatment center and the property are not owned by the same person or entity;~~

~~ii. Be accompanied by a lease identifying the specific use, if the medical marijuana treatment center and the property are not owned by the same person or entity;~~

~~iii. Include a survey sealed by a Florida registered land surveyor who is licensed by the State of Florida. The survey shall indicate the distance between the proposed medical marijuana retail center and any other medical marijuana retail center, elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship as identified in section 30-261(a)(2)h.2; and~~

~~iv. In addition to the notice to property owners required by section 30-139 of this Code, no later than ten days prior to each and every public hearing, provide proof of notice of the public hearing to all tenants within 300 feet of the property on which the medical marijuana retail center is proposed.~~

~~2. *Location requirements.* A medical marijuana retail center shall not be established:~~

~~i. Within 300 feet of another medical marijuana retail center;~~

~~ii. Within 300 feet of an elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship;~~

~~iii. Where a medical marijuana retail center is located in conformity with the provisions of this chapter, the subsequent locating of one of the uses listed in ii. above within 300 feet of an existing medical marijuana retail center shall not cause a violation of this section. Whenever a conditional use approval for a medical marijuana retail center has been lawfully procured and thereafter an elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship be established within a distance otherwise prohibited by law, the establishment of the such use shall not be cause for the~~

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Exhibit 1

Ordinance 2015-17

205 ~~revocation of the conditional use approval or related medical marijuana permit or~~
 206 ~~prevent the subsequent renewal of same; and~~

207 ~~iv. Distances shall be measured using an airline measurement from the property line~~
 208 ~~of the property on which the medical marijuana retail center is located to the~~
 209 ~~nearest property line of the use identified in 2.i. through 2.ii. that existed before~~
 210 ~~the date the medical marijuana retail center submitted its initial application for~~
 211 ~~approval.~~

212 ~~3. Other uses.~~

213 ~~i. If the medical marijuana retail center if the center is located in a freestanding~~
 214 ~~building it shall be the only use permitted on the property;~~

215 ~~ii. If the medical marijuana retail center is located in a bay or multi-bay space within~~
 216 ~~a multi-tenant structure, the center shall be the only use permitted within the bay~~
 217 ~~or multi-bay space it occupies.~~

218 ~~4. Prohibited activities. A medical marijuana retail center shall not engage in any activity~~
 219 ~~other than those activities specifically defined herein as an authorized part of the use.~~
 220 ~~The preparation, wholesale storage, cultivation, or processing of any form of marijuana~~
 221 ~~or marijuana product, and on-site consumption of any marijuana or marijuana product~~
 222 ~~is specifically prohibited at a medical marijuana retail center. On-site storage of any~~
 223 ~~form of marijuana or marijuana product is prohibited, except to the extent reasonably~~
 224 ~~necessary for the conduct of the on-site retail business.~~

225 ~~5. Conditional use duration. A conditional use approval for a medical marijuana retail~~
 226 ~~center shall be valid for two years, subject to compliance with the conditions of~~
 227 ~~approval and all state laws, licensing, permitting and operational requirements. A new~~
 228 ~~conditional use approval must be obtained prior to expiration of the active approval to~~
 229 ~~ensure continued operation.~~

230 ~~6. Revocation of conditional use approval. Any conditional use approval granted under~~
 231 ~~this section shall be immediately terminated if any one or more of the following occur:~~

232 ~~i. The applicant provides false or misleading information to the Town;~~

233 ~~ii. Anyone on the premises knowingly dispenses, delivers, or otherwise transfers any~~
 234 ~~marijuana or marijuana product to an individual or entity not authorized by state~~
 235 ~~law to receive such substance or product;~~

236 ~~iii. An applicant, owner or manager is convicted of a felony offense;~~

237 ~~iv. Any applicant, owner, manager or employee is convicted of any drug-related~~
 238 ~~crime under Florida Statutes;~~

239 ~~v. The applicant fails to correct any Town Code violation or to otherwise provide an~~
 240 ~~action plan to remedy the violation acceptable to the Town Manager within 30~~
 241 ~~days of citation;~~

242 ~~vi. The applicant fails to correct any state law violation or address any warning in~~
 243 ~~accordance with any corrective action plan required by the State within the~~
 244 ~~timeframes and completion date the applicant provided to the Town;~~

¹ Additions to existing text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

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~~vii. The applicant's state license or approval authorizing the dispensing of medical marijuana expires or is revoked; or~~

~~viii. The applicant fails to maintain a medical marijuana permit as required by section 12-25 of the Town Code.~~

~~7. Transfer of medical marijuana conditional use approval.~~

~~i. A conditional use approval for a medical marijuana retail center shall not be transferred to a new owner, or possession, control, or operation of the establishment surrendered to such other person until a new medical marijuana permit has been obtained by the new applicant in accordance with section 12-25 of the Town Code.~~

~~ii. An application for a conditional use approval transfer, meeting the requirements of section 30-261(a)(2)h.1, shall be filed with the Town at the same time the new applicant files its application for a medical marijuana permit.~~

~~iii. The application for a conditional use approval transfer shall be accompanied by a conditional use approval transfer fee to be set by resolution of the Commission; and~~

~~iv. If the new applicant is granted a medical marijuana permit and the transfer application meets the requirements of section 30-261(a)(2)h. and Town Code, the Town Manager shall approve the conditional use approval transfer.~~

~~v. A conditional use approval is particular only to the approved location and shall not be transferred to another location.~~

~~vi. An attempt to transfer a conditional use approval either directly or indirectly in violation of this section is hereby declared void, and in that event the conditional use shall be deemed abandoned, and the related medical marijuana permit shall be forfeited.~~

i. "Paid private parking" on parcels with a primary use, excluding standalone parking lots, as set forth in subsection (l) below. ~~in accordance with the following requirements:~~

~~1. During business operational hours, only non-required parking spaces may be used as paid private parking.~~

~~2. After business hours, required parking may also be used for paid private parking.~~

* * *

(b) *Height.* No building shall be erected to a height greater than two stories on single 25-foot lots, nor greater than three stories on 50-foot lots.

* * *

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- (e) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the primary restaurant use may be permitted subject to the following regulations:

* * *

- (3) *Permit application.* Application for a permit to provide outside seating for a restaurant shall be made at the office of the Town Clerk. Such application shall include:

* * *

- d. An eight and one-half inches \times 11 inches drawing or larger at a minimum scale of one inch equals 20 feet showing the following:

* * *

- (k) *Medical Marijuana requirements.* A Medical Marijuana Retail Center may be approved as a conditional use subject to all of the following requirements:

- (1) *Application.* In addition to the standard development approval application requirements and meeting all the requirements for a conditional use under this chapter, an application for conditional use approval for a medical marijuana retail center shall:

- a. Be a joint application by the property owner and the tenant, if the medical marijuana treatment center and the property are not owned by the same person or entity;
- b. Be accompanied by a lease identifying the specific use, if the medical marijuana treatment center and the property are not owned by the same person or entity;
- c. Include a survey sealed by a Florida-registered land surveyor who is licensed by the State of Florida. The survey shall indicate the distance between the proposed medical marijuana retail center and any other medical marijuana retail center, elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship as identified in section 30-261(k)(2); and
- d. In addition to the notice to property owners required by section 30-139 of this Code, no later than ten days prior to each and every public hearing, provide proof of notice of the public hearing to all tenants within 300 feet of the property on which the medical marijuana retail center is proposed.

- (2) *Location requirements.* A medical marijuana retail center shall not be established:

- a. Within 300 feet of another medical marijuana retail center;
- b. Within 300 feet of an elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship;
- c. Where a medical marijuana retail center is located in conformity with the provisions of this chapter, the subsequent locating of one of the uses listed in ii. above within 300 feet of an existing medical marijuana retail center shall not cause a violation of this section. Whenever a conditional use approval for a medical marijuana retail center has been lawfully procured and thereafter an elementary, middle or secondary school, child day care facility, county or municipal park, or place of worship be established within a distance otherwise prohibited by law, the establishment of the

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such use shall not be cause for the revocation of the conditional use approval or related medical marijuana permit or prevent the subsequent renewal of same; and

d. Distances shall be measured using an airline measurement from the property line of the property on which the medical marijuana retail center is located to the nearest property line of the use identified in (2)a. through (2)b. that existed before the date the medical marijuana retail center submitted its initial application for approval.

(3) Other uses.

- a. If the medical marijuana retail center if the center is located in a freestanding building it shall be the only use permitted on the property.
- b. If the medical marijuana retail center is located in a bay or multi-bay space within a multi-tenant structure, the center shall be the only use permitted within the bay or multi-bay space it occupies.

(4) Prohibited activities. A medical marijuana retail center shall not engage in any activity other than those activities specifically defined herein as an authorized part of the use. The preparation, wholesale storage, cultivation, or processing of any form of marijuana or marijuana product, and on-site consumption of any marijuana or marijuana product is specifically prohibited at a medical marijuana retail center. On-site storage of any form of marijuana or marijuana product is prohibited, except to the extent reasonably necessary for the conduct of the on-site retail business.

(5) Conditional use duration. A conditional use approval for a medical marijuana retail center shall be valid for two years, subject to compliance with the conditions of approval and all state laws, licensing, permitting and operational requirements. A new conditional use approval must be obtained prior to expiration of the active approval to ensure continued operation.

(6) Revocation of conditional use approval. Any conditional use approval granted under this section shall be immediately terminated if any one or more of the following occur:

- a. The applicant provides false or misleading information to the Town;
- b. Anyone on the premises knowingly dispenses, delivers, or otherwise transfers any marijuana or marijuana product to an individual or entity not authorized by state law to receive such substance or product;
- c. An applicant, owner or manager is convicted of a felony offense;
- d. Any applicant, owner, manager or employee is convicted of any drug-related crime under Florida Statutes;
- e. The applicant fails to correct any Town Code violation or to otherwise provide an action plan to remedy the violation acceptable to the Town Manager within 30 days of citation;
- f. The applicant fails to correct any state law violation or address any warning in accordance with any corrective action plan required by the State within the timeframes and completion date the applicant provided to the Town;
- g. The applicant's state license or approval authorizing the dispensing of medical marijuana expires or is revoked; or
- h. The applicant fails to maintain a medical marijuana permit as required by section 12-25 of the Town Code.

(7) Transfer of medical marijuana conditional use approval.

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- a. A conditional use approval for a medical marijuana retail center shall not be transferred to a new owner, or possession, control, or operation of the establishment surrendered to such other person until a new medical marijuana permit has been obtained by the new applicant in accordance with section 12-25 of the Town Code.
- b. An application for a conditional use approval transfer, meeting the requirements of section 30-261(k)(1), shall be filed with the Town at the same time the new applicant files its application for a medical marijuana permit.
- c. The application for a conditional use approval transfer shall be accompanied by a conditional use approval transfer fee to be set by resolution of the Commission; and
- d. If the new applicant is granted a medical marijuana permit and the transfer application meets the requirements of section 30-261(k) and Town Code, the Town Manager shall approve the conditional use approval transfer.
- e. A conditional use approval is particular only to the approved location and shall not be transferred to another location.
- f. An attempt to transfer a conditional use approval either directly or indirectly in violation of this section is hereby declared void, and in that event the conditional use shall be deemed abandoned, and the related medical marijuana permit shall be forfeited.
- (l) Paid private parking may be approved as a conditional use subject to the following:
- (1) During business operational hours, only non-required parking spaces may be used as paid private parking.
- (2) After business hours, required parking may also be used for paid private parking.
- (3) The price for parking shall be displayed at all times in the manner approved by the Town Manager.

* * *

Subdivision H. - B-1 District Regulations**Section 30-271. - B-1 district—Business.****(a) *B-1 uses permitted.***

- (1) *Permitted uses.* No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended, or designed for any of the following uses, not to exceed 10,000 square feet in gross floor area:

* * *

ss. Mail/postage/fax service,

tt. Marina, subject to subsection 30-311.uu~~tt~~. Marine parts and supplies store,

[REMAINING SUBSECTIONS TO BE RELETTERED]

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(2) *Conditional uses.* The following conditional uses may be permitted upon approval pursuant to the conditional use procedures of this Code:

* * *

e. Convenience store, subject to the requirements as set forth in subsection (c~~d~~), below.

* * *

g. Dry cleaner.

h. Mixed use, subject to in accordance with the requirements set forth in of subsection (f~~g~~) below.

i. "Paid private parking" on parcels with a primary use, excluding standalone parking lots subject to the requirements as set forth in subsection (m) below. ~~in accordance with the following requirements:~~

1. ~~During business operational hours, only non-required parking spaces, may be used as paid private parking.~~

2. ~~After business hours, required parking may also be used for paid private parking.~~

j. Parking garage.

k. Permitted use exceeding 10,000 square feet in gross floor area.

l. Pet store.

m. Pool supply store.

n. Outside storage of propane tank cabinets for the storage, sale or rental of propane tanks.

o. Water craft sales and rental (new or used).

p. Conditional uses not listed. Permission to apply for conditional uses not covered by the above list in the B-1 district may be granted by the Town Manager or designee only if the proposed conditional use is similar to a listed conditional use; otherwise, an amendment to this chapter is required. The Town Manager or designee shall consult with the Town Commission on any proposal to determine that a conditional use is similar to those listed, prior to authorizing the filing of an application to seek approval of that conditional use in the B-1 district. Approval of

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a conditional use shall also be subject to the requirements for conditional use review as set forth in section 30-126 of the Town Code.

- (b) Outside seating for restaurants, on private property other than a sidewalk, that is accessory to the primary restaurant use may be permitted subject to the following regulations:

* * *

- d. An eight and one-half inches times; 11 inches or larger drawing at a minimum scale of one inch equals 20 feet showing the following:

* * *

- (m) Paid private parking may be approved as a conditional use subject to the following:

- (1) During business operational hours, only non-required parking spaces may be used as paid private parking.

- (2) After business hours, required parking may also be used for paid private parking.

- (3) The price for parking shall be displayed at all times in the manner approved by the Town Manager.

* * *

SECTION 5. Amendment. Chapter 30, Unified Land Development Regulations of the Code of Ordinances, Section 30-311, “Boats, boat lifts, boathouses and anchorage”, is hereby amended as follows:

Sec. 30-311. - Boats, boat lifts, boathouses, mooring and docking ~~anchorage~~.

- (a) Intent.

- (1) The intent of this section is to permit construction in and upon the waterways of docks, boatslips, wharves, finger piers, boat lifts, dolphin, fender or mooring piles and other related structures which do not interfere with navigation, endanger life or property, or delay the public reasonable viable access to public waterways.

- (2) Structures not similar in nature to those listed herein are ~~shall be~~ prohibited.

- (3) The requirements contained in this section shall apply and control the development on the waterways Town-wide.

- (4) Marinas shall comply with this section.

- (b) Permit required.

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(1) It shall be unlawful for any person to construct or erect docks, wharves, piers, or dolphin, mooring or fender piles or any type of boat lifting or mooring device or any other structure on or in ~~canals, rivers, basins or~~ waterways without first obtaining:

a. any required Broward County permits and/or approvals, and subsequently, a building permit from the Town; and

b. ~~In addition to the Town building permit, and prior to its issuance, the property owner or his or her agent shall obtain the necessary approvals and/or permits from the Broward County Department of Natural Resource Protection, United States Army Corps of Engineers, or other governmental agencies as applicable to certain navigable waterways.~~

~~(2) The application for a permit prescribed by the preceding subsection shall describe the work to be done.~~

~~(3) The application shall be accompanied by detailed plans and specifications for the structure at the proposed site, together with a current survey and a plot plan drawn to scale showing the location of the proposed structure or alteration in conjunction with adjoining lands, waters and channels. The plans and specifications submitted to the Town shall be prepared and sealed by a professional engineer registered in the State. As built drawings and final certification of completion and compliance to that engineer's design shall be submitted to the Town before the Town's final inspection of the improvements.~~

~~(4) The fee for a permit shall be established by resolution of the Town Commission.~~

(c) Structures in waterways.

~~(1) For the purpose of this section the following definitions shall apply unless the context clearly indicates or requires a different meaning:~~

a. ~~Common docking area. That part of a canal or waterway that is shared by lots adjacent to each other and adjacent or contiguous to a canal or waterway and created when boundary lot lines intersect or extend into a canal or waterway, but excluding the navigational channel area.~~

b. ~~Navigational channel. The center 45 percent of the width of a canal basin or waterway and a minimum width of 40 feet. The center of the channel shall coincide with the centerline of the canal, basin, or waterway. Where the navigational channel runs to the terminus of a dead end canal, basin or waterway, the navigational channel shall end a distance from the dead end canal, basin or waterway that is equal to the distance between the navigational channel and seawall or shoreline as measured along the same canal, basin or waterway but before the terminus of a dead end canal, basin or waterway.~~

c. ~~Terminus. The ending point or boundary limit of a dead end canal, basin or waterway.~~

~~(2)~~¹ In a canal, basin or waterway 50 feet in width or less, boat slips, wharves, finger piers, docks, boat lifts, or dolphin, fender or mooring piles, or any other structures shall not be

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constructed or erected into any ~~canal, basin, or~~ waterway more than five feet beyond the recorded property line.

(32) In a ~~canal, basin or~~ waterway which is more than 50 feet in width, boat slips, wharves, finger piers, docks, boat lifts, or dolphin, fender, or mooring piles may be constructed or erected in a Standard or Marina Mooring Area under the following conditions providing the navigation channel is not encroached upon:

a. Boat docks or wharves may be constructed or erected to extend into any ~~canal, basin, or~~ waterway a distance of ten percent of the width of the ~~canal, basin, or~~ waterway or distance of eight feet, whichever is less, as measured from the recorded property line.

b. Finger piers may be constructed or erected to extend into any ~~canal, basin, or~~ waterway subject to the requirements below: ~~a distance of ten percent of the width of the canal, basin or waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.~~

2. A finger pier shall not be constructed to a width greater than four feet.

3. The distance between finger piers shall not be less than 25 feet.

<u>Finger Pier</u>	<u>Waterway</u>	<u>Marina Mooring Area</u> (established pursuant to 30-311(e))
<u>Length</u>	<u>Ten percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.</u>	<u>Sixteen percent of the width of the waterway or a distance of 25 feet, whichever is less, as measured from the recorded property line.</u>
<u>Width</u>	<u>No greater than necessary to meet ADA access requirements</u>	<u>No greater than necessary to meet ADA access requirements</u>
<u>Separation</u>	<u>Not less than 25 feet</u>	<u>Not less than 20 feet</u>

c. Boat lifting devices.

1. Boat davits, elevator lifts, cradle lifts, floating lifts, or any other similar form of boat lifting device may be constructed or erected to extend into any ~~canal, basin or~~ waterway in a fully raised position, a distance equal to 20 percent of the width of the ~~canal, basin or~~ waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.

2. A vertical guide pole with fluorescent identification marking shall be permanently mounted to the outer end of the lift and shall extend a minimum of six feet above the surface of the water at all times.

d. Dolphin, mooring or fender piles.

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1. Dolphin, mooring or fender piles may be erected to extend into any ~~canal, basin~~
 or waterway no further than the navigation channel boundary line as measured
 from the recorded property line.
2. Dolphin, mooring, or fender piles shall have a six-inch wide fluorescent or
 reflective band placed two feet below the top of the piling.
3. The minimum spacing between dolphin, fender or mooring piles shall be ten
 feet.
- (43) Setbacks. No boat docks, wharves, finger piers, boat lifting or mooring devices,
 dolphin, ~~mooring of fender piles~~, or other similar structures may be erected in the
waterway, within five feet of an extended side property line. ~~or cause watercraft to~~
~~extend within five feet of an extended side property line.~~
- (54) Boat docks, wharves, or finger piers shall not be constructed or erected where the
 elevation of the deck exceeds the elevation of the top of the abutting seawall.
- (65) Common Docking Area. In addition to the provisions contained in sub-sections (1)
 through (4), if two or more lots share a common docking area, the following conditions
 must be met prior to any permit being issued pursuant to this section:
- a. The affected property owners shall enter into an agreement with the Town which
 shall state the property owners have reviewed and approved the proposed plans as
 they relate to the placement of any structure in the common docking area as well as
 the proposed docking of any boat or watercraft.
- b. The agreement shall be approved by the Town and thereafter recorded by the
 property owners along with a copy of the approved plans in the Public Records of
 Broward County, Florida, and shall be considered to be a restriction running with the
 land and shall bind the heirs, successors and assigns of the property owners.
- ~~(67) The provisions of subsections (12) through (65) shall not apply w~~Where a court of
 competent jurisdiction has adjudicated the docking rights of the adjoining property
 owners, the provisions of subsections (1) through (5) shall not apply, to the extent they
are superseded by the Court's ruling, if proof of such adjudication is submitted with the
building permit application.
- ~~(78) Any structure erected pursuant to this section in any waterway shall be kept in good~~
 repair by the owner thereof and shall be subject to removal by the Town in the event
 that they are unsafe or create a hazard to navigation as determined by the Town, the cost
 thereof to be assessed against the owner. Opportunity for notice and a hearing shall be
 afforded to the owner prior to such removal by the Town.
- ~~(89) Boathouses and boat canals dug or excavated into any of the platted waterfront lots are~~
 prohibited.
- ~~(10) No vessel or boat shall be anchored in any canal, basin or waterway within the Town,~~
~~except at an approved dock, wharf, boat slip, pier, tender or mooring pile, nor shall any~~
~~vessel or boat be moored so that the same shall interfere in any way with navigation.~~

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~~(11) The Town Building Inspection Department shall have the right and authority to regulate the size of boats or vessels which may be moored to any dock along the canals, basins or waterways of the Town.~~

(d) Docking and Mooring of Watercraft

1. No watercraft shall be docked or moored:

a. except at an approved dock, wharf, boat slip, pier, tender or mooring pile within a Standard Mooring Area or a Marina Mooring Area designated pursuant to subsection (e) below;

b. such that it extends beyond the Standard Mooring Area or if applicable, the Marina Mooring Area; or

c. such that it extends within five feet of an extended side property line.

2. The DSD shall have the right and authority to regulate the size or number of watercraft moored at a specific property when necessary to protect public safety.

(e) Designation of a Marina Mooring Area

A Marina located in the B-1 zoning district may request approval of a designated Marina Mooring Area as part of a site plan or site plan amendment. Such designation shall be subject to all of the following requirements:

(1) Application. In addition to the standard site plan application requirements, an application that includes a request for the designation of a Marina Mooring Area shall provide:

a. a scaled drawing, or set of scaled drawings, containing the following information:

1. the dimensions of the proposed marina mooring area and the navigational channel;

2. any existing or proposed boat slips and all structures in the proposed marina mooring area and in the waterway within 100 feet of the proposed Marina Mooring Area;

3. upland buildings;

4. parking areas;

5. a table that details the uses on the upland property, the required number of parking spaces for those uses and the number of spaces available for the Marina Mooring Area; and

6. any other information staff deems necessary to evaluate the site plan application.

(2) Approval. Any Town Commission approval of a site plan or site plan amendment which approves a marina mooring area shall specifically identify the following

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Exhibit 1

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a. The dimensions of the Marina Mooring Area, the Standard Mooring Area and Navigational Channel in the waterway within 100 feet of the proposed Marina Mooring Area.

b. The area(s) designated for mooring or docking watercraft.

c. The maximum number of watercraft to be moored or docked.

d. The type of marine sanitary pump out system to be provided, if applicable.

(3) Condition of Approval. In addition to any other site plan conditions imposed by the Town Commission, the Applicant shall provide a scaled drawing of the affected waterway that shows the approved Marina Mooring Area, the Navigational Channel and the Standard Mooring Areas as approved by the Commission, which shall be an exhibit to the development order.

* * *

SECTION 6. Amendment. Chapter 30, Unified Land Development Regulations of the Code of Ordinances, Section 30-318, “Minimum parking requirements”, is hereby amended as follows:

Sec. 30-318. - Minimum parking requirements.

* * *

(k) *Marinas and yacht basins:* One parking space for each boat slip and one parking space for each employee, including up to one charter boat. X additional parking spaces are required for each charter boat after the first.

* * *

SECTION 7. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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Exhibit 1

Ordinance 2015-17

SECTION 8. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 9. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2015.

Passed and adopted on the second reading, this ____ day of _____, 2015.

MAYOR SCOT SASSER

First Reading

Second Reading

Mayor Sasser

Vice-Mayor Vincent

Commissioner Brown

Commissioner Dodd

Commissioner Sokolow

ATTEST:

Tedra Smith, Town Clerk

APPROVED AS TO FORM:

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Item No. 15.a.i.

Exhibit 1

Ordinance 2015-17

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657 Susan L. Trevarthen, Town Attorney

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660 File: T:\0 Agenda\12-8-15 Commission\Dev Services\Marine Ord 2015-17 first read\Ord 2015-17 Marina and Channel
661 Definition V 11-12.docx

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Agenda Memorandum

Development Services

Department

Linda Connors

Director

COMMISSION MEETING DATE: December 8, 2015
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- | | | | |
|--|---|---------------------------------------|---|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: Second Reading Ordinance 2015-21 Amending Chapter 30 Article VIII Sign Regulations

EXPLANATION: The Commission approved on first reading Ordinance 2015-21 (Exhibit 1) which amends the Town's sign code so that it meets the constitutional requirements set forth in *Reed v. Gilbert*, a recent Supreme Court decision.

Currently, the sign ordinance regulates a number of exempt and temporary signs based on the sign type or function. Under *Reed*, regulation in this manner is no longer acceptable or must be revised to remain acceptable. As a result, the proposed ordinance removes many of the exempt and temporary types of signs that were based on function which could be perceived under *Reed* to be based on content. Also removed from this section of our code are items that were not necessarily sign related. In the near future, these items, (for example, temporary holiday and seasonal lighting (lines 505-517)), will be added to the appropriate sections of the Town's code (for example, the lighting regulations).

In addition to the amendments initiated to comply with *Reed*, staff has reorganized and amended Sec. 30-510 Landmark and Mid-Century Modern to add the following criteria for applications that take advantage of the waiver provisions for new Mid-Century Modern signage:

1. The Mid-Century Modern sign must be placed on a Mid-Century Modern building or building renovated in the Mid-Century Modern style as approved under the Town's architectural review process; and
2. All signs on the building shall be consistent in style.

There have been a few organizational changes which we have highlighted in green. Exempt signs were reorganized between first and second reading to delete duplicative information, a definition of traffic control device was added, and the definition of a sign was modified.

The Town Attorney advises that the ordinance should be adopted on an accelerated basis so that we are in accord with the Court's ruling.

RECOMMENDATION: Staff recommends approval of Ordinance 2015-21 on second reading.



Exhibits: 1 – Ordinance 2015-21

Reviewed by Town Attorney:

<input checked="checked" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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EXHIBIT 1

ORDINANCE NO. 2015-21

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE SEA, AMENDING CHAPTER 30, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE VIII, SIGN REGULATIONS, TO AMEND THE LEGISLATIVE FINDINGS, REGULATIONS AND PROHIBITIONS APPLICABLE TO SIGNAGE, REVISE SIGN REQUIREMENTS AND STANDARDS, SIGN REGULATIONS BY SIGN TYPE AND BY ZONING DISTRICT, AND DEFINITIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

1 **WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea (the “Town”)
2 finds and determines that the Town’s land development regulations are required to regulate signs as
3 provided by Section 163.3202(2)(f), Florida Statutes; and

4 **WHEREAS**, the Town Commission does not wish to censor speech, but rather to provide
5 for the public welfare by regulating signage in the Town in a manner that enhances the aesthetics
6 of the community, reduces visual pollution, provides clear information and minimizes
7 distractions to drivers in the interests of traffic safety; and

8 **WHEREAS**, sign regulation to advance the governmental purpose of aesthetics has long
9 been upheld by the state and federal courts; and

10 **WHEREAS**, Article II, Section 7 of the Florida Constitution provides that “[i]t shall be the
11 policy of the state to conserve and protect its natural resources and scenic beauty. . . .” A beautiful
12 environment preserves and enhances the desirability of the Town as a place to live and to do
13 business and implementing the Florida Constitution is a compelling governmental interest; and

14 **WHEREAS**, Florida law requires local governments to adopt comprehensive plans and
15 implement them through land development regulations (also known as zoning regulations) and
16 approval of development orders that are consistent with the comprehensive plan. See Part II of
17 Chapter 163, Florida Statutes. Florida law specifically requires that the Town adopt sign regulations.

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See Section 163.3202(2)(f), Florida Statutes and the Town finds that complying with state law is a compelling governmental interest; and

WHEREAS, the Town's Comprehensive Plan has numerous provisions that require the Town to ensure the aesthetic character of the Town and to ensure traffic safety on roads within the Town through the regulation of signs and implementing the Town Comprehensive Plan is a compelling governmental interest; and

WHEREAS, Goals, Objectives and Policies of the Town Comprehensive Plan require the Town to maintain its scenic beauty and traffic safety through its land development regulations and actions; and

WHEREAS, the Town finds that excessive signage and sign clutter impairs the legibility of the environment, and undermines the effectiveness of governmental signs, traffic control devices and other required signs (such as name and address signs, directional signs, identification signs, onsite or on-premise wayfinding signs, and warning signs) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes; and

WHEREAS, the intent of these sign regulations is to enhance the visual environment of the Town, ensure that Town residents and visitors can safely navigate through the Town to their intended destinations, and promote the continued well-being of the Town; and

WHEREAS, it is therefore the purpose of this Ordinance to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the Town through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs that are no more restrictive than necessary to achieve these governmental interests; and

WHEREAS, the Town finds and determines that the purpose and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the Town's sign regulations, and to reaffirm that the sign regulations

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are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, various signs that serve as signage for particular land uses are based upon content-neutral criteria in recognition of the functions served by those land uses, but not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, the Town finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the Town [*see State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); *Reed v. Town of Gilbert*, 587 F.3d 866, 980-981 (9th Cir. 2009)]; and

WHEREAS, in *Reed v. Town of Gilbert, Ariz.*, -U.S.-, 135 S. Ct. 2218, 2221, 192 L. Ed. 2d 236 (2015), the United States Supreme Court, in an opinion authored by Justice Thomas, and joined in by Chief Justices Roberts, Scalia, Alito, Kennedy and Sotomayer, addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

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69 **WHEREAS**, Justice Alito further noted that in addition to regulating signs put up by
70 private actors, government entities may also erect their own signs consistent with the principles
71 that allow governmental speech [see *Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469
72 (2009)], and that government entities may put up all manner of signs to promote safety, as well
73 as directional signs and signs pointing out historic sites and scenic spots; and

74 **WHEREAS**, Justice Alito noted that the *Reed* decision, properly understood, will not
75 prevent cities from regulating signs in a way that fully protects public safety and serves
76 legitimate aesthetic objectives, including rules that distinguish between on-premises and off-
77 premises signs; and

78 **WHEREAS**, under established Supreme Court precedent and Eleventh Circuit precedent,
79 commercial speech may be subject to greater restrictions than noncommercial speech and that
80 doctrine is true for both temporary signs as well as for permanent signs; and

81 **WHEREAS**, the Town finds and determines that a traffic control device, as defined
82 herein, should be exempt from regulation under the Town's land development regulations for
83 signage; and

84 **WHEREAS**, the Town finds and determines that the regulation of signs within the Town
85 strongly contributes to the development and maintenance of a pleasing, visually attractive
86 environment, and that these sign regulations are prepared with the intent of enhancing the
87 environment and promoting the continued well-being of the Town; and

88 **WHEREAS**, the Town finds and determines that the regulation of signage for purposes
89 of aesthetics has long been recognized as advancing the public welfare; and

90 **WHEREAS**, as long ago as 1954, the U.S. Supreme Court recognized that “the concept of
91 the public welfare is broad and inclusive,” that the values it represents are “spiritual as well as
92 physical, aesthetic as well as monetary,” and that it is within the power of the Town Commission to
93 determine that the community should be beautiful as well as healthy, spacious as well as clean,

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well-balanced as well as carefully patrolled,” in *Berman v. Parker*, 348 U.S. 26, 33 (1954), which was followed by *State v. Miami Beach Redevelopment Agency*, 392 So. 2d 875 (Fla. 1980); and

WHEREAS, the Town finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size and appearance of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare [*see Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade County*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 878 (1970)]; and

WHEREAS, the Town finds and determines that the Town is a tourist destination on the east coast of the state with beaches on the Atlantic Ocean and that this Town has an economic base which relies heavily on tourism; and

WHEREAS, the Town finds that a large number of properties in the business districts are built to the front property line; and

WHEREAS, many commercial buildings in the Town built decades ago have roof overhangs extending over the public right-of-way, and the Town continues to permit this style of development consistent with the Town’s preferred Mid-Century Modern architecture and historic development; and

WHEREAS, businesses in these buildings have traditionally been allowed to utilize hanging signs, attached under the roof overhangs and perpendicular to the sidewalk projecting over the public right-of-way, if they obtain a right-of-way encroachment license from the Town; and

WHEREAS, the Town finds that hanging signs enhance the navigability of the business district for pedestrians, without blocking the sidewalk or otherwise impairing the access to the businesses, and further enhances the Town’s architectural character; and

WHEREAS, the Town finds that due to the historic pattern of commercial development, the aesthetic character of Town, and the benefits to pedestrian navigation, certain limited

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120 circumstances exist which support the allowance of hanging signs over the public right-of-way;
121 and

122 **WHEREAS**, the Town finds and determines that in order to preserve the Town as a
123 desirable community in which to live, vacation and do business, a pleasing, visually-attractive
124 village environment is of foremost importance; and

125 **WHEREAS**, the Town finds and determines that the beauty of the Town's natural and
126 built environment has provided the foundation for the economic base of the Town's
127 development, and that the Town's sign regulations not only help create an attractive residential
128 community for its residents, but also bolster the Town's image as a tourist destination; and

129 **WHEREAS**, the Town finds and determines that these sign regulations further the
130 character and ambiance of the Town, and reflect its commitment to maintaining and improving
131 an attractive environment; and

132 **WHEREAS**, the Town finds and determines that the beauty of the Town's natural and
133 built environment has provided the foundation for the economic base of the Town's
134 development, and that the Town's sign regulations help create an attractive residential
135 community for its residents and tourists; and

136 **WHEREAS**, the Town finds and determines that the goals, objectives and policies of its
137 plans over the years demonstrate a strong, long-term commitment to maintaining and improving
138 the Town's attractive character and visual environment; and

139 **WHEREAS**, the Town finds and determines that, from a planning perspective, one of the
140 most important community goals is to define and protect aesthetic resources and community
141 character; and

142 **WHEREAS**, the Town finds and determines that the purpose of the regulation of signs as
143 set forth in this Ordinance is to promote the public health, safety and general welfare through a
144 comprehensive system of reasonable, consistent and nondiscriminatory sign standards and
145 requirements; and

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146 **WHEREAS**, the Town finds and determines that the sign regulations in this Ordinance
147 are intended to lessen hazardous situations, confusion and visual clutter caused by proliferation,
148 improper placement, illumination, animation and excessive height, area and bulk of signs which
149 compete for the attention of pedestrian and vehicular traffic; and

150 **WHEREAS**, the Town finds and determines that these sign regulations are intended to
151 protect the public from the dangers of unsafe signs; and

152 **WHEREAS**, the Town finds and determines that these sign regulations are intended to
153 permit signs that are compatible with their surroundings and aid orientation, and to preclude
154 placement of signs in a manner that conceals or obstructs adjacent land uses or signs; and

155 **WHEREAS**, the Town finds and determines that these sign regulations are intended to
156 regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists,
157 bicyclists or pedestrians; and

158 **WHEREAS**, the Town finds and determines that these sign regulations are intended to
159 require signs to be constructed, installed and maintained in a safe and satisfactory manner; and

160 **WHEREAS**, the Town finds and determines that in meeting the purposes and goals
161 established in these findings, it is appropriate to prohibit and/or to continue to prohibit certain
162 sign types; and

163 **WHEREAS**, the Town finds and determines that the prohibition of the construction of
164 billboards and certain other sign types, as well as the establishment and continuation of height,
165 size and other standards for on-premise signs, is consistent with the policy set forth in the Florida
166 Constitution that it shall be the policy of the state to conserve and protect its scenic beauty; and

167 **WHEREAS**, the Town finds that local governments may separately classify off-site and
168 on-site advertising signs in taking steps to minimize visual pollution [*see City of Lake Wales v.*
169 *Lamar Advertising Association of Lakeland Florida*, 414 So. 2d 1030, 1032 (Fla. 1982)]; and

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170 **WHEREAS**, the Town finds and determines that a prohibition on the erection of off-site
171 outdoor advertising signs will reduce the number of driver distractions and the number of
172 aesthetic eyesores along the roadways and highways of the Town [*see, e.g., E. B. Elliott Adv. Co.*
173 *v. Metropolitan Dade County*, 425 F.2d 1141, 1154 (5th Cir. 1970), *cert. denied*, 400 U.S. 878
174 (1970)]; and

175 **WHEREAS**, the Town finds and determines that in order to preserve, protect and
176 promote the safety and general welfare of the residents of the Town, it is necessary to regulate
177 off-site advertising signs, so as to prohibit the construction of off-site signs and billboards in all
178 zoning districts, and to provide that the foregoing provisions shall be severable; and

179 **WHEREAS**, the Town hereby finds and determines that anything beside the road which
180 tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs, which
181 divert the attention of the driver and occupants of motor vehicles from the highway to objects
182 away from it, may reasonably be found to increase the danger of accidents, and agrees with the
183 courts that have reached the same determination [*see In re Opinion of the Justices*, 103 N.H. 268,
184 169 A.2d 762 (1961); *Newman Signs, Inc. v. Hjelle*, 268 N.W.2d 741 (N.D.1978)]; and

185 **WHEREAS**, the Town finds and determines that the Town has allowed noncommercial
186 speech to appear wherever commercial speech appears; and the Town desires to continue that
187 practice through the continued implementation of a substitution clause that expressly allows non-
188 commercial messages to be substituted for commercial messages; and

189 **WHEREAS**, the Town finds and determines that, by confirming in this Ordinance that
190 noncommercial messages are allowed wherever commercial messages are permitted, the Town
191 will continue to overcome any constitutional objection that its ordinance impermissibly favors
192 commercial speech noncommercial speech [*see Outdoor Systems, Inc. v. City of Lenexa*, 67 F.
193 Supp. 2d 1231, 1236-1237 (D. Kan. 1999)]; and

194 **WHEREAS**, the Town finds and determines that under Florida law, whenever a portion
195 of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted
196 to stand provided (1) the unconstitutional provisions can be separated from the remaining valid

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provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the valid provisions are stricken [*see, e.g., Waldrup v. Dugger*, 562 So. 2d 687 (Fla. 1990)]; and

WHEREAS, the Town finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause; and

WHEREAS, the Town finds and determines that the Town has consistently adopted and enacted severability provisions in connection with its code provisions, and that the Town wishes to ensure that severability provisions apply to its land development regulations, including its sign regulations; and

WHEREAS, the Town finds and determines that the Code's severability clauses were adopted with the intent of upholding and sustaining as much of the Town's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction; and

WHEREAS, the Town finds and determines that there must be an ample record of its intention that the presence of a severability clause in connection with the Town's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Town finds and determines that there must be an ample record that it intends that the height and size limitations on freestanding and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the

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223 Town's sign regulations, other ordinance code provisions, or other laws, for any reason (s)
224 whatsoever; and

225 **WHEREAS**, the Town finds and determines that there must be an ample record that it
226 intends that each prohibited sign-type continue in effect regardless of the invalidity or
227 unconstitutionality of any, or even all, other provisions of the Town's sign regulations, other
228 ordinance code provisions, or other laws, for any reason(s) whatsoever; and

229 **WHEREAS**, the Town Commission desires to modify and update certain sign regulations
230 in order to respond to recent caselaw including *Reed v. Town of Gilbert*, ___U.S.___, 135 S. Ct.
231 2218, 192 L. Ed. 2d 236 (2015); and

232 **WHEREAS**, the Town Commission makes the detailed findings set forth in Section 30-500
233 of Section 2 of this Ordinance as to the purpose of the Town's sign regulations, and the substantial
234 and compelling governmental interests that are advanced by these regulations; and

235 **WHEREAS**, the Town Commission finds and determines that this Ordinance is consistent
236 with all applicable policies of the Town's adopted Comprehensive Plan; and

237 **WHEREAS**, the Town Commission reiterates its desire that there be an ample and
238 unequivocal record of its intention that the severability clauses it has adopted related to its sign
239 regulations shall be applied to the maximum extent possible, even if less speech would result from a
240 determination that any exceptions, limitations, variances, or other sign provisions are invalid or
241 unconstitutional for any reason whatsoever; and

242 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has
243 reviewed this Ordinance at a duly noticed hearing on November 18, 2015, and recommended
244 Approval with modifications; and

245 **WHEREAS**, the Town Commission conducted a first and second reading of this Ordinance
246 at duly noticed public hearings, as required by law, and after having received input from and
247 participation by interested members of the public and staff, the Town Commission has determined

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that this Ordinance is consistent with the Town's Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing "Whereas" clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

SECTION 2. Amendment. Article VIII, Sign Regulations, Chapter 30, Zoning, is hereby amended to read as follows¹:

ARTICLE VIII. - SIGN REGULATIONS

Sec. 30-500. – Purpose, scope and intent.

(a) Purpose. In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this article are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Town's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:

(1) Reed v. Town of Gilbert, U.S. , 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic of noncommercial temporary signs;

(2) Metromedia, Inc. v. City of San Diego, 453 U.S. 490 (1981) on the topic of commercial signs and offpremise signs;

(3) City of Ladue v. Gilleo, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;

(4) Linmark Assocs., Inc. v. Township of Willingboro, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;

¹ Additions to text are shown in underline. Deletions to text are shown in ~~striketrough~~. Additions between first and second reading are shown in double underline. Deletions between first and second reading are shown in ~~double striketrough~~.

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(5) *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;

(6) *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of regulation of commercial speech; and

(7) *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property.

(b) *Scope.*

(1) The provisions of this article shall govern the number, size, location, and character of all signs which may be permitted under the terms of this article. No signs shall be permitted on a plot or parcel except in accordance with the provisions of this article.

(2) This article does not regulate government signs on government property, including traffic control devices.

(3) In the event of any conflict between this article and any declaration of covenants, bylaws, or other restrictions applying to any property within the Town, the language affording the more restrictive interpretation shall apply.

(4) The Town specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the Town to further these interests.

(c) *Intent.*

(1) *Substitution clause.* It is not the purpose of this article to regulate or control the copy, content or viewpoint of signs. Nor is it the intent of this article to afford greater protection to commercial speech than to noncommercial speech. Any sign, display or device allowed under this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this article. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this article.

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(2) This article establishes comprehensive regulations for the control of signs in order to preserve, protect, and promote the public health, safety and general welfare. More specifically, this article is intended to assist in achieving the following objectives:

(a.) To authorize the use of signs that:

(1.) Are compatible with their surroundings and the zoning district in which they are located and aid orientation and ensure pedestrian and traffic safety;

(2.) Project the image, character and style the Town desires to promote;

~~(3.) Are appropriate to the type of establishment or activity to which they pertain;~~ Reduce the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive area of signs which compete for the attention of pedestrian and vehicular traffic and are not necessary to aid in wayfinding.

~~(4.) Establish size, number and placement limitations to ensure signage is the minimum reasonably necessary to identify a residential or business location, the nature of such uses and to allow smooth, safe navigation to these locations with signs that a~~ Are legible in the circumstances in which they are seen; and

~~(5.) Are not distracting or cluttered in a manner that disturbs the safe and free flow of vehicular and pedestrian movement.~~

6. are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;

7. do not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;

(b.) To enhance the economic vitality of existing businesses and foster quality redevelopment by promoting the reasonable, orderly, and effective display of signs;

(c.) To encourage sound sign display practices, and to mitigate the objectionable effects of competition in respect to the size and placement of signs;

(d.) To enhance the physical appearance of the Town by protecting the man-made and natural beauty of the area;

(e.) To preserve the value of private property by assuring the compatibility of signs with nearby land uses; and

f. Allow for traffic control devices and government signs without regulation consistent with national standards, because they promote highway safety

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and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream and modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

g. To prohibit the display of private signs on government property or right-of-way;

h. Not regulate signs more than necessary to accomplish the compelling and substantial governmental objectives described herein; and

i.(f) To enable fair and consistent enforcement of these sign regulations.

Sec. 30-501. – Applicability.

This article shall apply to all property and land within the jurisdiction of the Town of Lauderdale-By-The-Sea. It is unlawful for any person, firm, or corporation that owns, occupies, or controls property in the Town of Lauderdale-By-The-Sea to construct, maintain, display or alter or cause to be constructed, maintained, displayed or altered, a sign within the Town except in conformance with this article.

Sec. 30-502. - Exempt signs.

~~(a) Exempt from regulation under this article. The following signs are exempt from this article and further, may be erected and displayed without securing a sign permit, provided they are not placed or constructed so as to create a hazard of any kind, subject nonetheless to meeting all other applicable land use and building safety codes, regulations and permit requirements and being kept at all times in good repair, freshly painted, and in a neat and clean condition.~~

~~(1) Any sign not visible from any street, property (other than the subject site), beach or water body;~~

~~(2) Any sign contained within a building and set back from any window at least ten feet;~~

~~(3) Wayfinding, directional, hazard and traffic control and similar signs required or installed by a government agency;~~

~~(4) Legal notices required to be posted by law or ordinance;~~

~~(5) Signs required to be posted by a government regulation or law enforcement agency; and~~

~~(b) Exempt from permitting.~~ The Town has a compelling interest in allowing the following signs in order to comply with State and local laws and to promote public safety on Town property and/or in the street right-of-way. ~~The following signs may be installed~~

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without a sign permit, provided they meet the requirements listed below and are otherwise in conformance with this article. Under certain circumstances these signs may require a building permit or right of way encroachment permit. Contact the Town's Development Services Department for permitting requirements prior to installing any of the signs listed below. Any sign which does not meet the criteria of this section and is not specifically permitted elsewhere in this article is prohibited. All signs exempt from permitting pursuant to this section may be erected and displayed, provided:

(a) They are not placed or constructed so as to create a hazard of any kind;

(b) The sign structure meets all other applicable land-use and building-safety codes, regulations and permit requirements; and

(c) The signs are kept at all times in good repair, freshly painted, and in a neat and clean condition.

(d) The following signs may be installed without a sign permit, provided they meet the requirements listed below and are otherwise in conformance with this article.

(a) Any sign not visible from any street, property (other than the subject site), beach or water body;

(b) Any sign contained within a building and set back from any window at least ten feet;

(1e) Customary price tags and labels not exceeding 15 square inches in size on merchandise in display windows;

(d) Date/time and temperature indicator: one per plot, no larger than four square feet in size;

(2e) Decals such as payment acceptance, brand and service decals, limited to eight per business, not to exceed eight square inches each. Decals shall count toward the 25 percent window coverage maximum;

(3f) Flags:

a.(1) On residential property up to a cumulative maximum of 40 square feet; and

b.(2) Up to four flags on non-residential property, up to a cumulative maximum not to exceed one square foot of flag per linear foot of the front lot line.

(g) Informational signs such as hours of operation and open/closed signs, limited to two per business, not to exceed a total of three square feet each;

(h) Wayfinding, directional, hazard and traffic control and similar signs required or installed by a government agency;

(i) Legal notices required to be posted by law or ordinance;

(4j) Name and address signs:

a.(1) Letters or numerals shall be no more than six inches in height;

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b.(2) Each name and address sign shall not to exceed two square feet in sign area;

c.(3) Every building shall display an address sign that is clearly visible from the street;

d.(4) Buildings that have rear door access to an alley or parking lot shall also display an address sign that is clearly visible from the alley or parking lot; and

e.(5) See additional regulations per zoning district, as provided in section 30-508, Sign regulations by zoning districts.

~~(k) "No admittance," "exit only" and similar signs applied onto or next to rear or emergency doors with letters no more than six inches in height;~~

(5l) *Noncommercial signs:*

a. not to exceed a cumulative total area of:

1. 4 square feet per residential property; and

2. 16 square feet per non-residential property ~~(residential or non-residential)~~ or business establishment; and

b. additional temporary noncommercial signage shall be allowed for the ninety (90) days prior to and seven (7) calendar days following any federal, state of Florida, Broward county, or Town election, not to exceed:

1. three (3) square feet per sign, but not to exceed a cumulative total of 12 additional square feet per frontage (street or waterway) in residential districts;

2. twelve (12) square feet per sign, but not to exceed a cumulative total of 21 square feet per frontage (street or waterway) in commercial zoning districts.

3. all non-commercial signage permitted by this subsection above shall count as one temporary sign.

(6m) ~~"No parking," "no trespassing" and similar signs, and W~~arning or danger signs, no larger than four square feet in size, up to a cumulative maximum of sixteen square feet ~~four signs~~ per property;

(n) ~~Political candidate and election issue signs:~~

~~(1) May not be erected upon public right-of-way or government-owned or leased property except that they may be placed immediately adjacent to the private property of the person posting signs if posted in compliance with the following:~~

a. ~~In the B1 or B1A district, signs may be placed with no setback from the edge of the paved street or the sidewalk;~~

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b. In all other zoning districts:

1. If there is no sidewalk in front of the property, signs shall be set back at least five feet from the edge of the paved street; or

2. If there is a sidewalk in front of the property, signs shall be set back at least two feet from the property side of the sidewalk;

c. On property at the Town Municipal Complex on election day, signs may be placed within three feet of any campaign tent, and up to ten signs per candidate or issue may be posted elsewhere on the Complex, subject to all State and federal restrictions;

(2) Shall be of a temporary nature and shall not exceed an overall size of:

a. 3 square feet in residential zoning districts; or

b. 12 square feet per sign, not to exceed a total of 21 square feet per right-of-way in commercial zoning districts.

(3) The candidate, or in the case of an election issue sign, the property owner, shall be responsible for removing the signs within seven days after the date of the election;

(4) May not be erected or placed upon parkways, utility poles, or trees; and

(5) Properties shall be limited to one political sign per street frontage and waterway and all legal temporary political signs on a single property shall count as one temporary sign;

(7e) *Real estate sign:*

(1) The name and phone number of the person or company responsible for placing and removing the sign shall be listed on the sign;

a.(2) Real estate signs located in residential zoning districts shall be no larger than three square feet;

b.(3) Real estate signs located in commercial zoning districts shall be no larger than 12 square feet.

c.(4) When mounted upon the ground, with a frame or holder and post, the height of the frame or holder and post shall not exceed 48 inches in height;

d.(5) Properties shall be limited to one real estate sign per street frontage and waterway and all legal temporary real estate signs on a single property shall count as one temporary sign;

(6) No real estate sign may be placed on public property or public right-of-way except that the sign may be placed immediately adjacent to the private property of the person posting the sign if posted in compliance with the following:

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- a. In the B1 or B1A district, a sign may be placed with no setback;
- b. In all other zoning districts:
1. If there is no sidewalk in front of the property, a sign shall be set back at least five feet from the edge of the paved street; or
 2. If there is a sidewalk in front of the property, a sign shall be set back at least two feet from the property side of the sidewalk;
- e.(7) One (1) additional real estate sign only when the premises are available for inspection by the prospective buyer or tenant. Said additional attached sign shall not be larger than eight (8) inches in width nor twenty-four (24) inches in length Real estate signs placed on or for property which is for sale or lease, during a period of open viewing ("open house" signs) may only be posted during the hours of the open house and may only be posted on private property with the permission of the property owner;
- f.(8) Real estate signs shall be removed within seven days of the property closing or the listing contract expiring.
- (8p) "Reserved," or similar lettering or numberings applied to parking space wheel stops;
- (q) Signs required to be posted by a government regulation or law enforcement agency; and
- (r) Temporary announcing sign, meeting the requirements of section 30-504(a), for special events sponsored by non-profit organizations.
- (s) Temporary holiday and seasonal lighting and decorations: Lighting and other decorations may be displayed temporarily for the purpose of setting a holiday or seasonal event ambiance, subject to the following display time periods:
- (1) When a holiday or seasonal event occurs during the month of December and January, lighting and decorations pertaining to the holiday or seasonal event may be installed up to 60 days prior to the date [of] the holiday or seasonal event and must be removed within 30 days following the date of the holiday or seasonal event.
 - (2) When a holiday or seasonal event occurs during a month other than December and January, lighting and decorations pertaining to the holiday or seasonal event may be installed up to 30 days prior to the date of the holiday or seasonal event and must be removed within 14 days follows the date of the holiday or seasonal event.
- (t) Temporary special event signs of any type used as part of a special community event or fair, which has been specifically authorized by the Town Commission.

Sec. 30-503. - Permitted signs.

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The following types of permanent signs may be erected, installed, repaired or replaced within the Town, only in conformance with these regulations and after issuance of a permit by the Development Services Department:

- ~~(a) Automated teller machine (ATM) signs;~~
- ~~(ab) Building or development identification signs;~~
- ~~(be) Cabinet signs;~~
- ~~(cd) Canopy and awning signs;~~
- ~~(de) Changeable copy signs;~~
- ~~(ef) Directory sign;~~
- ~~(fe) Hanging signs;~~
- ~~(gh) Informational, wayfinding, directional and traffic control signs;~~
- ~~(i) Menu board signs;~~
- ~~(hj) Monument signs;~~
- ~~(k) Multi-modal transportation information signs for Town-licensed multi-modal transportation facilities located in rights-of-way;~~
- ~~(il) Name and address signs, not otherwise exempt;~~
- ~~(jm) Neon signs;~~
- ~~(kn) Painted signs;~~
- ~~(le) Pole signs;~~
- ~~(mp) Pylon signs;~~
- ~~(nq) Roof signs;~~
- ~~(r) Strip, string or rope lighting;~~
- ~~(os) Subdivision and residential development identification signs;~~
- ~~(t) Valet and paid private parking sandwich signs;~~
- ~~(pu) Wall signs; and~~
- ~~(qv) Window signs.~~

Sec. 30-504. - Temporary signs.

The following types of signs may be permitted within the Town as temporary signs, only in conformance with these regulations and after issuance of a temporary sign permit by the Development Services Department.

Unless otherwise addressed by this article, temporary signs shall be removed within seven days after the event to which they relate.

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(a) Announcing signs. One (1) sign, for properties with an active building permit or site plan, provided such sign:

(1) An announcing sign shall not exceed 6 square feet in size in single family and duplex zoning districts;

(2) shall not exceed 16 32 square feet in size in all other districts;

(2) An announcing sign may be a banner, freestanding, wall or window sign;

(3) An announcing sign for a new business, or to announce a change of business name, may be displayed for a period not exceeding six weeks, anytime during the first six months after the date of issuance of a business tax receipt;

(4) An announcing sign for a future development

(3) may be displayed for a period not to exceed 12 months, subject to the following:

a. Such sign may be placed anytime from the date of approval of a site plan by the Town Commission or the issuance of a building permit when no site plan approval is required, and must be removed upon the expiration of the 12 months, the issuance of the certificate of occupancy or the permit expiration, whichever is sooner; and

b. An announcing sign for a future development, such sign obtained pursuant to a site plan must be removed if a building permit is not obtained within six months of the approval;

(b) (5) One temporary (1) sign, not exceeding 32 square feet, for a non-residential use, subject to the following: An announcing sign for an upcoming event may be posted no earlier than 14 days prior to the event;

(16) A temporary sign permit for an announcing sign shall not be issued more than four times per year for the same use business; and

(2) each sign must be removed 21 days after it is posted

(c) A temporary sign may be a banner, freestanding, wall or window sign; and

(d7) A freestanding announcing temporary sign shall be set back at least five feet from any property line.

(b) Contractor signs.

(1) A contractor sign shall not exceed 16 square feet in size;

(2) A contractor sign shall be set back at least five feet from any property line.

(c) Garage sale signs as provided in Chapter 14.5, Article I.

(d) Portable identification signs for a use fronting a roadway under construction.

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(1) Portable identification signs are only allowed when associated with a non-residential use, to be posted adjacent to the road right-of-way that is under construction during the period of road construction and must be removed immediately upon completion of the road construction;

(2) The sign shall not exceed 16 square feet in area;

(3) The sign must have its own support structure.

Sec. 30-505. - Prohibited signs.

Any sign found posted or otherwise affixed upon any public property contrary to the provisions of this article shall be removed by the Town and stored up to thirty (30) days upon which the sign(s) will be discarded if not claimed by the owner. The person responsible for any such posting shall be liable for the cost incurred in the removal and storage thereof, and the Town is authorized to effect the collection of said cost.

The following types of signs are expressly prohibited within the Town:

- (a) Animated or flashing signs;
- (b) Any sign not listed elsewhere in these regulations as an exempt, permitted or temporary sign;
- (c) ~~Permanent~~ Balloon signs;
- (d) Billboards/off-premises signs;
- (e) Electronic signs;
- (f) Internally illuminated, transparent or translucent awnings or canopies used as signs;
- (g) Murals;
- (h) Permanent banner signs;
- (i) Portable moving signs;
- (j) Private signs of any type placed upon Town property or upon public right-of-way unrelated to a licensed use of the right-of-way;
- (k) Sandwich signs;
- (l) Signs placed upon fences, benches, trash receptacles, newsracks or posted on a tree;
- (m) Signs placed on any portion of the public beach, except regulatory or warning signs;

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(nm) Signs that do not meet the design, material and fabrication requirements of this article;

(on) Signs that produce or emit any type of sound or odor;

(pe) Signs that could possibly be mistaken as traffic control signs/devices thereby creating a safety hazard;

~~(p) Signs which no longer advertise or identify a business conducted, a service rendered or product sold on the premises;~~

(q) Signs with unshielded lighting elements, except neon signs;

(r) Snipe signs;

(s) Stationary vehicle or trailer signs; and

(t) Streamers, spinners, and feather signs.

Sec. 30-506. - General design standards.

Illustrations are shown to provide interpretative assistance. In the event of a conflict between the text and an illustration, the text shall prevail.

(a) Area and height measurements.

(1) *Calculating the area of a sign when the sign contains a defined background:*

The sign area is calculated by determining the total number of square feet, including the surface of the sign, which may include text, copy, symbols and corporate logos, and any framing, trim or molding that is definable as the sign background, but not including the supporting structure.

(2) *Calculating the area of a sign when the sign does not contain a defined background:*

The sign area is calculated by determining the total number of square feet of the smallest area of a square or rectangle encompassing all of the text, copy, symbols and corporate logos displayed on a sign.

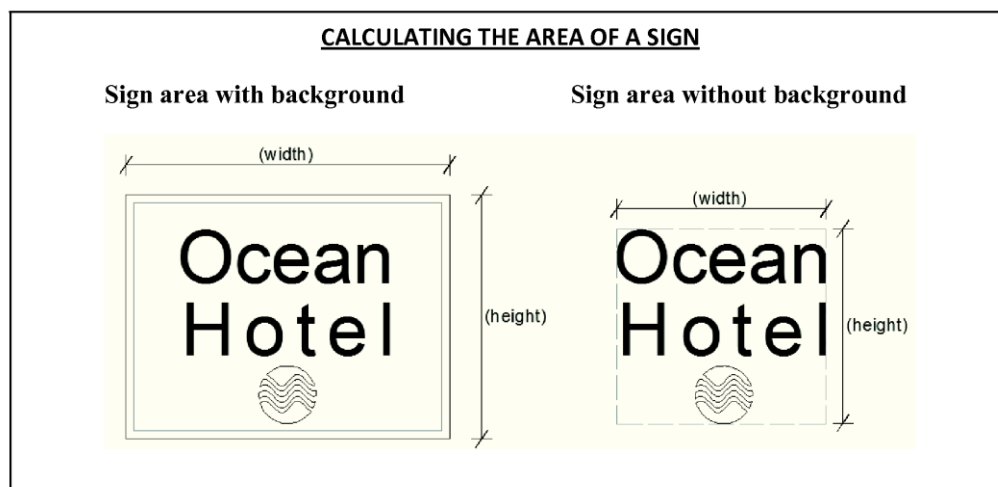
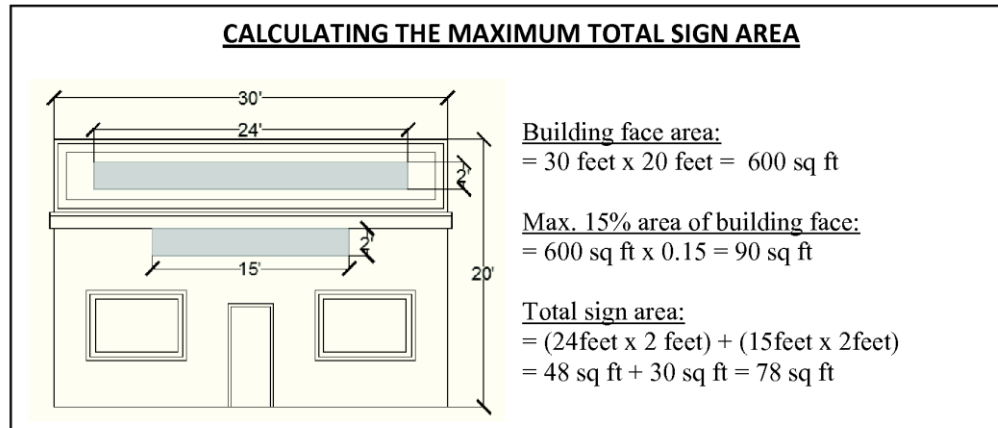


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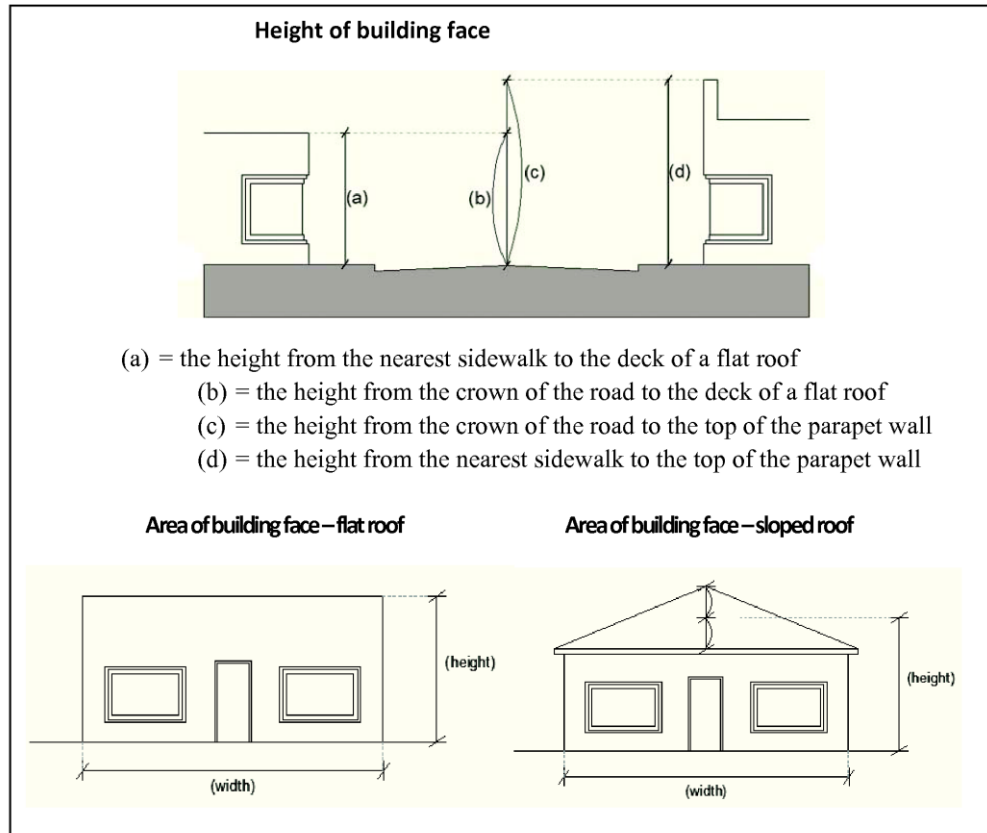
(3) *Calculating the area of a double-faced sign:*



In determining the sign area of a double-faced sign, which is a sign with identical faces mounted on opposite and parallel sides of the same sign, only one of the two identical faces shall be used to calculate the sign area.

(4) *Calculating the area of a building face:* The area of a building face shall be determined by multiplying the height of the building face by the width of the building face. In order to determine the area of a building face, the height of the building face shall be measured as follows:

- a. In no case shall the total sign area of all signs attached to the wall, canopy and/or awnings of a building face exceed 15 percent of the area of that building face.
- b. In the case of a building with a flat roof, the height of the building face shall be measured from the elevation of the nearest sidewalk or crown of the road, whichever is higher, to either the deck of a flat roof or the top of the parapet wall, whichever is higher.
- c. In the case of a building with a sloped roof, the height of the building face shall be measured from the elevation of the nearest sidewalk or crown of the road, whichever is higher, to the midpoint of a sloped roof.

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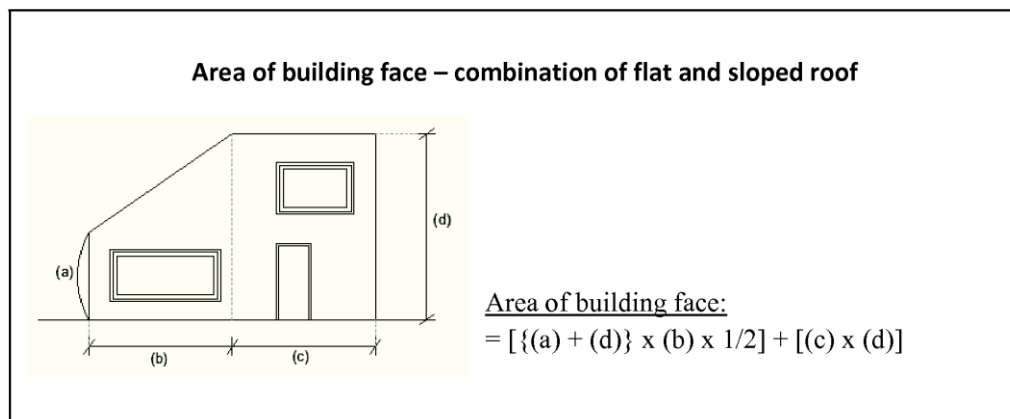
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- d. In the case of a building with a combination of flat roof and sloped roofs, the height of the building face shall be measured for each area of roof type as described in (d)(1) and (2) above, and the area of the building face shall be the combined sum as calculated for each portion of the building face.



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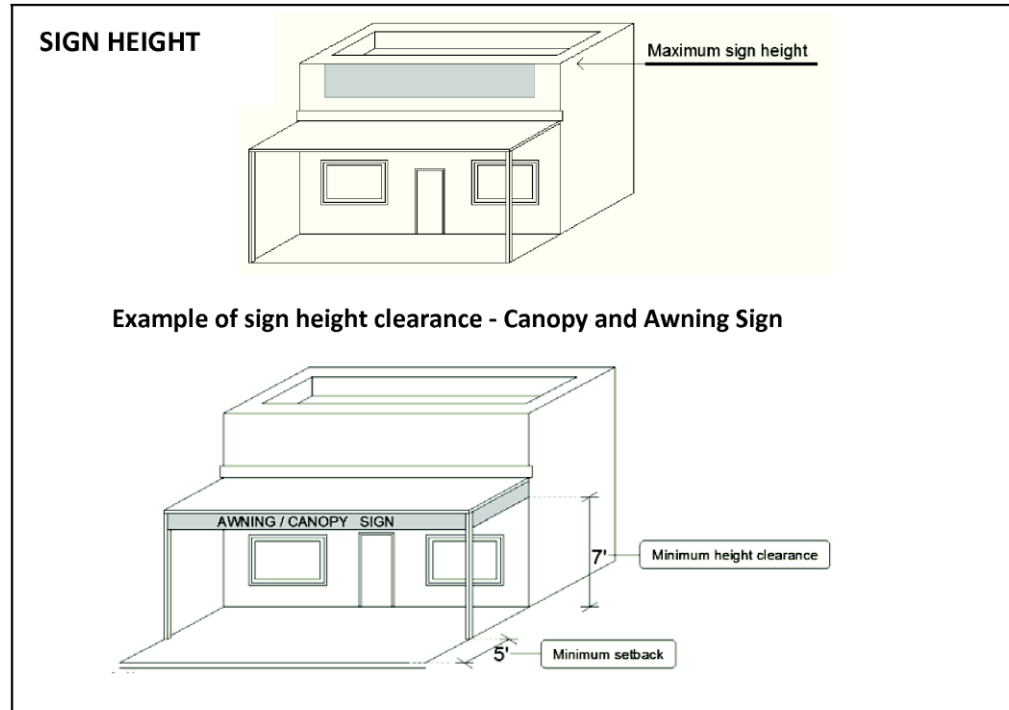
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- (5) *Sign height and sign height clearance:*

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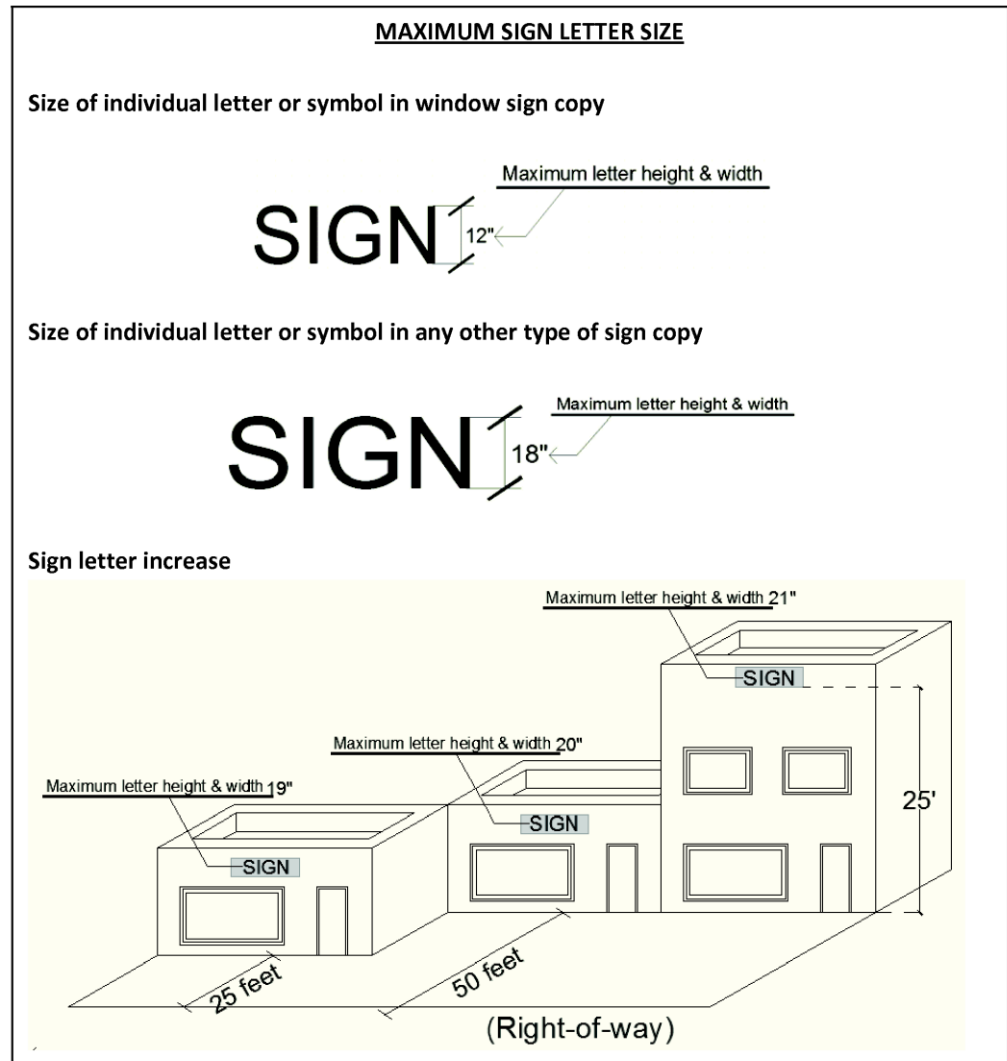
- a. The height of a sign shall be measured from the elevation of the nearest sidewalk or crown of the road, whichever is higher, to the highest point of the sign area.
- b. The maximum height of a sign and the minimum height clearance of a sign shall be as specified in section 30-507, "Restrictions and standards by sign type," and section 30-508, "Sign regulations by zoning district."

(6) *Maximum sign letter size.*

- a.** The size of an individual letter or symbol in any type of sign copy shall not exceed 12 inches in height or width for businesses located east of North Ocean Drive (does not include businesses facing North Ocean Drive) and 18 inches in height or width for businesses located west of or facing North Ocean Drive, except that:

1a. The sign letter size may be increased by one inch for each 25 feet that the sign is set back from nearest street right-of-way; and

2b. The sign letter size may be increased by one inch for each 25 feet that the sign is mounted above the elevation of the nearest sidewalk or crown of the road, whichever is higher. (For example, the lettering may be one inch larger if the sign is posted at 25 feet above the crown of the road or sidewalk, and two inches larger if the sign is posted at 50 feet above the crown of the road or sidewalk).

EXHIBIT 1**ORDINANCE NO. 2015-21****(b) Construction.**

- (1) All permanent signs shall be constructed of durable, weather-resistant and fade-resistant materials. All permanent, temporary and exempt signs shall be professionally constructed or manufactured.
- (2) All permanent signs, except those on single-family and duplex lots, shall be installed by a licensed contractor.
- (3) All permanent signs shall be constructed and installed to conform to the requirements of the building code.
- (4) All temporary signs shall be constructed and installed in a workman-like manner, shall not pose any safety hazard, and shall be removed upon the expiration of the temporary sign permit or upon the issuance of a severe weather warning.

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(5) A separate electrical permit is required for any illuminated sign.

(6) Stenciled signs are permitted for use as permanent signs.

(7) Professionally painted signs that are applied directly to the window, wall of a building face, canopy or awning are permitted.

(c) *Colors.*

(1) No florescent, phosphorescent, iridescent or reflective colors or paint may be used in any sign, except governmental informational, directional, traffic control or warning signs.

(2) Letters and numerals contained within the sign area of each individual sign shall be limited to no more than three colors.

(3) White shall not be counted as a color when used as the background of the sign.

(4) All permanent signs on the same building shall use the same color scheme.

(5) Sign color(s) shall be compatible with the color(s) of any building or wall upon which the sign is mounted.

(6) Trademarks are exempt from the color requirements of this article. An applicant must file a color copy of the registered trademark with the sign permit application to qualify for this exemption.

(7) Any freestanding sign shall utilize the same color scheme of the building to which it is related.

(8) The actual color samples to be used, as well as written authority from the landlord or agent (unless applicant is owner) to use the submitted colors and layout, must accompany all permit applications.

(d) *Layout.*

(1) The size, location, and style of permanent signs, excluding window signs, shall be compatible with the buildings or locations where they are placed.

(2) Multiple signs of the same type for the same business and on the same building shall be consistent in terms of style.

(3) During the site plan review process, hotel, motel, business, apartment buildings, condominiums and institutional buildings shall be designed to incorporate locations for wall signage meeting the requirements of these regulations as part of the overall design of the building. Signs shall be reviewed, all code requirements met, and sign permits obtained prior to placement of any signs on the premises.

~~(e) Items of information. The items of identification on permanent signs for the uses listed below shall be limited to the following:~~

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(1) Hotels and motels (no more than three of the following items of information on any one permanent sign):

a. Hotel or motel name, type of accommodation (i.e., suites, efficiencies, apartments, bed and breakfast, resort or spa), telephone number, website address, chain and travel club affiliations.

b. Address and vacancy/no vacancy information shall be permitted, in addition to the three allowable items.

(2) Retail, office and service businesses (no more than a cumulative total of three of the following items of information on any one permanent sign): Business name, type of business, address, website address, telephone number and up to two of the products or services offered.

(3) Restaurants and lounges (no more than a cumulative total of three of the following items of information on any one permanent sign): Business name, type of business, type of food or beverage served, address, website address, and telephone number.

(4) Apartment buildings and condominiums (no more than a cumulative total of three of the following items of information on any one permanent sign): Name of complex, telephone number, website address and type of accommodations. Address and rental availability information shall be permitted, in addition to the three allowable items.

(f) *Substitution clause.* It is not the purpose of this article to regulate or control the copy, content or viewpoint of signs. Nor is it the intent of this article to afford greater protection to commercial speech than to noncommercial speech. Any sign, display or device allowed under this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this article. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this article.

(eg) *Sign and building illumination.*

(1) Illuminated signs may be indirectly or internally illuminated.

(2) All lighting elements or bulbs for signs and/or buildings which are visible from any other public or private property must be fully recessed or shielded within opaque or translucent covers.

(3) Wooden signs shall not be internally illuminated nor have electrical fixtures attached directly to the sign panel.

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(4) The intensity of illumination shall be limited to no more than 90 foot lamberts or ten foot-candles within residential districts or if visible within 200 feet from first floor residential property.

(5) The intensity of illumination shall be limited to no more than 150 foot lamberts or 25 foot-candles if visible within 200 to 500 feet from first floor residential property.

(6) The intensity of illumination shall be limited to a maximum of 250 foot lamberts or 50 foot-candles within nonresidential districts.

(7) All transformer boxes, outlets and conduits relating to sign illumination shall be screened from exterior view.

(8) A separate electrical permit is required for any sign illumination.

(9) Architectural lighting designed to illuminate building walls, architectural features or landscaping is not regulated as a sign.

(f) *Prohibiting location of signs in sight visibility triangles and in utility or drainage easements.* No sign shall be located within any utility or drainage easement, or within any sight visibility triangle or safe recovery area for a street.

(i) ~~Compliance with section 17-9 and 30-326 of the Code of Ordinances regulations.~~

~~(1) All signs must comply with all other Town Code regulations and permitting requirements.~~

~~(2) Any sign that extends over or is located within the public right-of-way must comply with section 17-9 of the Code of Ordinances and must obtain a right-of-way encroachment permit approval prior to applying for a sign permit.~~

~~(3) Any awning or canopy which extends over the right-of-way must comply with the requirements of section 30-326 of the Town Code.~~

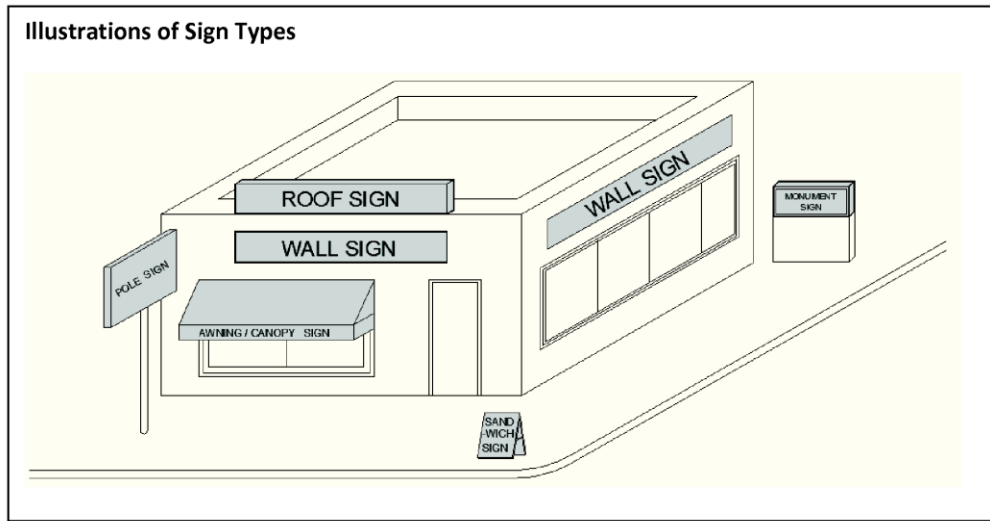
Sec. 30-507. - Restrictions and standards by sign type.

Illustrations are shown to provide interpretative assistance. In the event of a conflict between the text and an illustration, the text shall prevail.

This section is intended to be used in conjunction with all of the applicable sign regulations and standards provided in this article VIII, "Sign Regulations."

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(a) Automated teller machine (ATM) sign.

(1) When an ATM sign is attached to an ATM device and where such ATM device is located outside of a building:

a. One identification sign shall be allowed on each ATM device which sign must be architecturally integrated into the ATM device and shall not exceed two square feet in area;

b. The ATM sign height shall not extend more than two feet above the highest point of the ATM device;

c. Advertising and instruction signs may be decals, but must be integrated into the design of the ATM device and cannot exceed one square foot in area; and

d. Shall be setback at least five feet from any right-of-way or property line.

(2) When an ATM sign is not attached to an ATM device, an ATM sign shall comply with the standards of the applicable sign type as provided in this article. For example, a neon ATM sign located in a window shall comply with the window neon sign standards of this article VIII, "Sign Regulations."

(b) Awning sign. See "Canopy and awning sign."

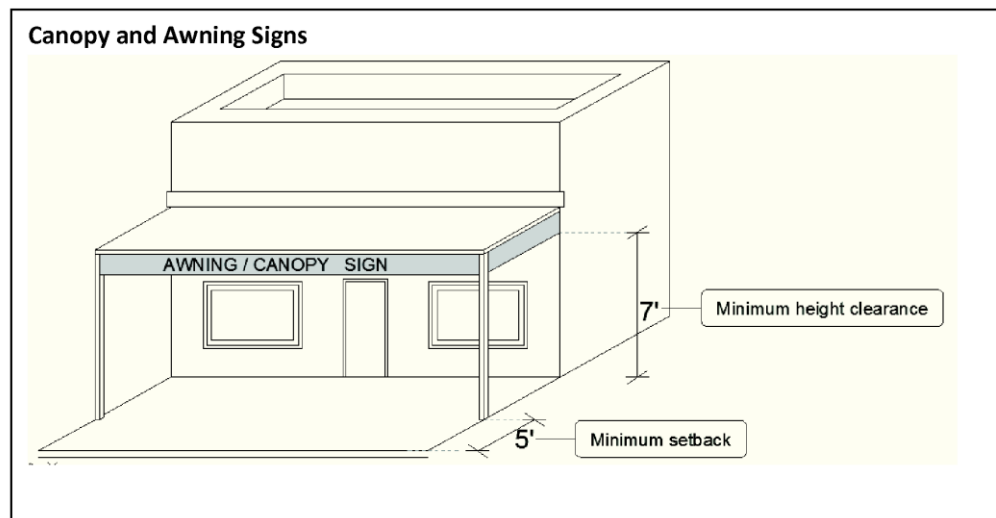
(c) Canopy and awning sign.

(1) Signs placed upon awnings may consist of fabric, thermally applied letters or they may be professionally painted;

(2) Signs on canopies and/or awnings are counted toward permitted wall signage;

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- (3) Internally illuminated, transparent or translucent canopies and awnings used as signs are prohibited;
- (4) Any canopy or awning must be fire-proofed;
- (5) Any canopy or awning shall have at least seven feet of clearance above the sidewalk;
- (6) Any canopy or awning shall be set back at least five feet from the edge of pavement of the adjoining street; and
- (7) Any canopy or awning must comply with section 30-326 of the Code of Ordinances prior to applying for a sign permit.



- (d) *Development.* See "New development and redevelopment."
- (e) *Directory sign.*
- (1) A directory sign may use changeable copy;
- (2) Freestanding directory signs erected after March 27, 2001, shall not exceed six feet in height, including the support structure;
- (3) Any directory sign shall not exceed 32 square feet in size; and
- (4) A freestanding directory sign shall be set back at least five feet from any street right-of-way.
- (f) *Hanging sign.*
- (1) One hanging sign is permitted for each business use located in a multitenant building;
- (2) One hanging sign is permitted for each nonresidential use in a freestanding building;

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- (3) A hanging sign may be attached to any portion of a building; however, in no case shall the hanging sign project greater than three feet from the building face that it is attached perpendicular to;
- (4) If there is less than 1 foot of private property adjacent to and outside the primary entrance to the building, then a hanging sign may that extends over a public sidewalk, but shall have at least eight feet of vertical clearance above the sidewalk and the property owner must comply with section 17-9 of the Code of Ordinances and obtain a right-of-way encroachment permit approval prior to applying for a sign permit;
- (5) Any hanging sign shall be set back at least five feet from the edge of pavement of the adjoining street;
- (6) A hanging sign shall not be located in such a manner that the highest point of the sign area exceeds 18 feet as measured from the nearest sidewalk or crown of the road, whichever is higher;
- (7) A hanging sign that is double-faced shall have two identical sign faces;
- (8) The sign area of a hanging sign shall be a maximum of six square feet; and
- (9) Perpendicular signs, projecting signs, and blade signs are subject to the regulations for hanging signs.

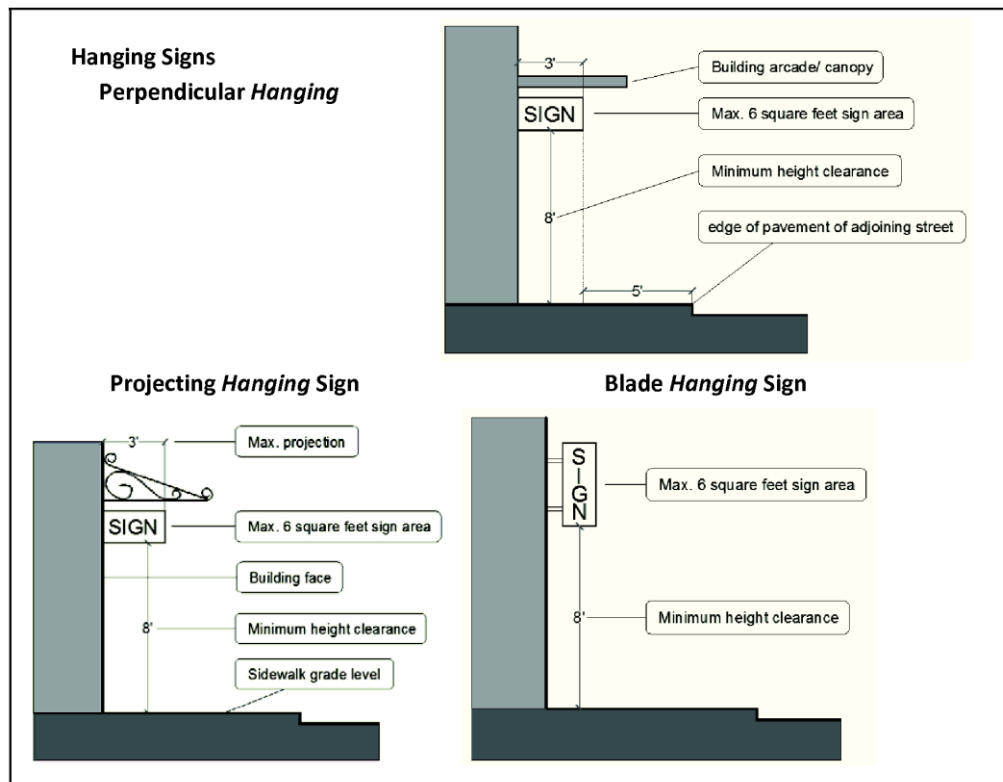


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887 (g) Menu board sign.

888 (1) A menu board sign may be free-standing or placed on a door, wall or
889 column outside of a restaurant;

890 (2) Only one menu board sign per licensed restaurant per street frontage is
891 allowed;

892 (3) If a paper menu is used, it must be mounted under a protective glass or
893 plastic cover;

894 (4) A menu board sign shall not exceed six square feet in size and shall not
895 extend more than five feet six inches above grade;

896 (5) A menu board sign may be attached to a restaurant hostess stand;

897 (6) Menu board signs that are located in the public right-of-way must be
898 approved as part of the restaurant's sidewalk café permit;

899 (7) Menu board signs may not be sandwich signs; and

900 (8) All menu board signs must be removed upon the issuance of a tropical
901 storm or hurricane warning issued for any portion of Broward County,
902 Florida, by the National Weather Service, National Hurricane Center or
903 other appropriate weather agency.

904 (gh) Monument Identification sign.

905 (1) ~~Only one~~ One monument identification sign with one or two faces, is permitted
906 per street frontage, and only when located on a plot with 200 feet or greater
907 of continuous frontage on the same street;

908 (2) A monument sign shall only list the name and address of the development
909 or business;

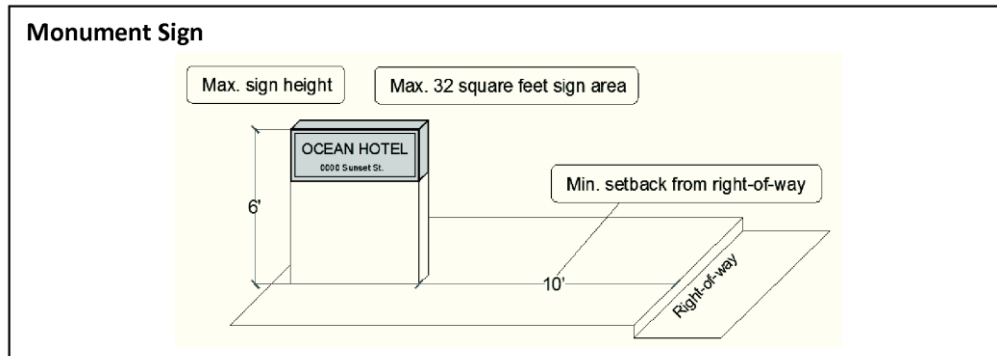
910 (3) A monument sign shall not exceed six feet in height or 32 square feet in
911 sign area and shall be set back at least ten feet from any public street right-
912 of-way;

913 (4) No monument sign may be placed within 30 feet of a street intersection or
914 in any location that would obstruct cross-visibility at a driveway intersection
915 or would obstruct cross-visibility for back-out parking; and

916 (5) A monument sign shall be perpendicular to the ground and may be
917 perpendicular or parallel to the primary building façade.

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(h) *Neon signs.* Neon signs ~~shall only be~~ are permitted only in the B-1-A and B-1 zoning districts and for Mid-Century Modern style neon signs in the RM-25 district, subject to the following restrictions:

(1) A business shall be allowed to have up to a maximum of three neon signs per street frontage, one of which may be an exterior sign;

~~(2) An exterior neon sign may only be used for the purpose of identifying the business or the business' corporate logo;~~

~~(23)~~ Neon signs in RM-25 zoning district must be of a Mid-Century Modern style and consistent with section 30-9 and the Town ADS;

~~(4) The depiction of any part of the human body is prohibited; and~~

~~(35)~~ Neon signs may remain illuminated only during the business hours of the business, or 10:00 p.m., whichever is later.

~~(46)~~ Window neon signs shall also be subject to the following regulations:

a. No neon window sign may exceed four square feet unless it is an identification sign ~~displays solely the name of the business;~~

b. The total area of the neon window signs shall not exceed the lesser of 12 square feet or 25 percent of the area of the total window space on the street frontage.

(i) *Pole sign or pylon sign.*

(1) Any new pole or pylon sign permitted within the RM-25 and RM-50 zoning districts, shall meet the criteria for pole or pylon signs as provided below:

a. The sign area of a pole or pylon sign shall not exceed 32 square feet in size;

b. There shall be no more than one pole or pylon sign per street frontage per property;

c. All pole and pylon signs shall be set back at least five feet from any property line or right-of-way;

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- d. The setback required for a pole or pylon sign shall be measured from whichever portion of the pole, pylon, or sign area is closest to the property line;
- e. Any pole sign located within 30 feet of a street intersection or within 15 feet of the intersection of a parking space and a driveway or street shall maintain seven feet of clearance between the ground and the bottom of the sign area;
- f. No pylon sign may be placed within 30 feet of a street intersection or in any location that would obstruct cross-visibility at a driveway intersection or would obstruct cross-visibility for back-out parking;
- g. The support poles of pole signs shall not exceed a width or diameter of 18 inches;
- h. Pylon signs shall be limited to one pylon with a width or diameter not to exceed four feet; and
- i. The height of the top of a pole or pylon sign shall not exceed 15 feet above the crown of the nearest street.

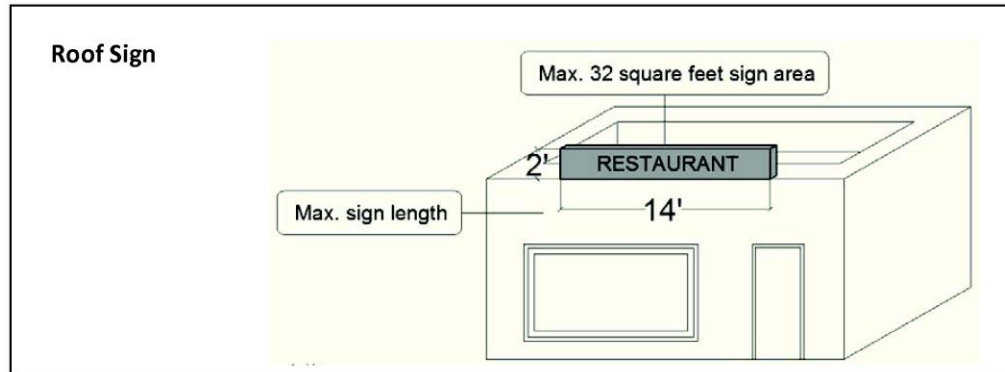
- (2) Replacement of legal, nonconforming pole and pylon signs in any district shall be in conformance with section 30-510, "Nonconforming signs."

(j) *Roof sign.*

- (1) Roof signs shall not be permitted if either wall or awning signs can be placed upon a building;
- (2) New development and redevelopment shall not be permitted to erect or maintain roof signs. No roof signs are permitted on any property with a pole or pylon sign;
- (3) No roof sign shall exceed 32 square feet in size, four feet in height vertically or 14 feet in length;
- (4) Roof signs shall be mounted on the parapet wall of a flat roof or on a solid supporting panel on a sloped roof;
- (5) Roof signs shall not be mounted on visible poles or brackets; and
- (6) Multiple roof signs on the same building shall be the same design, size, shape and color.

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~~(l) Sandwich sign. See "Valet parking and/or paid private parking sandwich sign standards."~~

~~(km)~~ *Subdivision and residential development identification sign.*

- (1) Subdivision and residential development identification signs shall not exceed six feet in height or 32 square feet in sign area per sign face;
- (2) One two-face sign may be permitted in the median of a divided entrance or one single-face sign shall be permitted on each side of a street entrance to a named residential neighborhood or of a street-type driveway entrance to a multi-family development;
- (3) The sign shall not be located within any utility or drainage easements; and
- (4) All proposed subdivision and residential development identification signs shall be subject to site plan approval pursuant to article IV of the Land Development Code.

~~(n) Strip, string or rope lighting.~~

- ~~(1) Must be between 2,700 and 3,500 Kelvin temperature;~~
- ~~(2) Shall not exceed two inches in width; and~~
- ~~(3) Strobing, flashing, blinking, chasing and/or changing color is prohibited.~~

~~(o) Vacancy/no vacancy/rental availability sign.~~

- ~~(1) A vacancy/no vacancy/rental availability sign shall not exceed two square feet in sign area; and~~
- ~~(2) A vacancy/no vacancy/rental availability sign may be directly or indirectly illuminated and may contain changeable copy.~~

~~(p) Valet parking or paid private parking sandwich sign.~~

- ~~(1) A sandwich sign may only be utilized for a licensed valet establishment and/or for paid private parking; and~~
- ~~(2) Sandwich signs shall also comply with the following:~~

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- 1004 a. The sign and letters of a sandwich sign posted for a licensed valet
 1005 establishment and for paid private parking shall be professionally
 1006 manufactured;
- 1007 b. Handwritten signs are prohibited;
- 1008 c. The sign shall be constructed of weather resistant materials and shall
 1009 not contain, foil, mirrors, bare metal or other reflective materials that
 1010 could create hazardous conditions to motorists;
- 1011 d. The sign shall not contain lights of any kind or streamers, balloons,
 1012 ribbons, pennants, wind socks or other similar devices designed to
 1013 move in the wind;
- 1014 e. The sign shall be placed on private property only. If the sign is placed in
 1015 an area open to pedestrians, then the sign shall be located such that a
 1016 clear pedestrian walkway or path of at least four feet is maintained, free
 1017 of obstruction;
- 1018 f. The sign may be erected only during the hours of operation of the
 1019 establishment when the business or service is open to the public and
 1020 shall be removed at the end of the business day;
- 1021 g. The sign shall be removed when winds are strong enough to move the
 1022 sign; and
- 1023 h. The sign panels of a sandwich sign shall not exceed 28 inches by 36
 1024 inches in size.

(l) Wall sign.

- 1026 (1) In districts where permitted, each principal building shall be allowed one
 1027 wall sign on each wall facing a public vehicular use area;
- 1028 (2) A commercial building located within the B-1-A or B-1 zoning district that
 1029 has a building wall facing a private vehicular use area located on a side of
 1030 the building other than its primary lot frontage, may be allowed up to three
 1031 additional wall signs ("end signs") (no more than one per tenant) provided
 1032 the building wall is not facing a single or multifamily residential use. End
 1033 signs must be for uses within the building. The cumulative total of the end
 1034 signs shall not exceed 16 square feet which sign area shall not be included
 1035 in the total building signage;
- 1036 (3) A single tenant commercial use building located in the B-1-A or B-1 zoning
 1037 districts may combine a permitted wall sign and building identification sign
 1038 into a single wall sign not exceeding 48 square feet in sign area;
- 1039 (4) All wall signs shall be within six inches off the wall or façade upon which it is
 1040 mounted, unless the sign incorporates Mid-Century Modern architectural
 1041 style features;

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(5) The wall sign shall be an integral part of the façade composition and be consistent with the building's architecture;

(6) The building wall may serve as the sign background; and

(7) A building wall sign may be front lit, back lit, or internally lit.

(mf) *Window sign.*

(1) No more than three window signs of any type shall be displayed in any single window;

(2) A bulletin board, displayed inside a window, and upon which **several** notices, advertisements, specials, listings and the like are posted, shall be considered a single window sign;

(3) Window signs shall not obstruct more than 25 percent of the total area of the window within which the window signage is placed;

(4) Merchandise in display windows shall not be considered window signs;

(5) Customary **price** tags and labels not exceeding 15 square inches each in size on merchandise in display windows shall not be considered window signs;

(6) Neon window signs shall be counted toward the total number and total area permitted for window signs, and subject to the regulations for window signs as provided herein; and

(7) When located in the CF or P zoning district, window signs shall be restricted to one window sign per street frontage, and shall be placed in first floor windows only.

(ns) *Corporate logo/trademark.* A corporate logo or trademark can be used in any sign type, provided no individual letter within the corporate logo/trademark exceeds the maximum sign letter size as provided in section 30-506(a)(6).

Sec. 30-508. - Sign regulations by zoning district.

(a) *RS-5 and RD-10 districts.* Only the following types of signs are permitted within the RS-5 and RD-10 zoning districts, subject to the limitations and requirements contained in the definitions and restrictions and standards by sign type and the general design standards sections of these regulations, and subject to the additional limitations stated below:

(1) Private Informational, directional, **and traffic control and similar** signs.

~~(2) **Name and address signs:**~~

~~a. **One resident name sign per dwelling unit, including any exempt name sign, to be placed on the building and not to exceed two square feet in sign area.**~~

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b. One address sign per address, including any exempt address sign, shall be placed on the building, fence, wall or mail box, be visible from the street and shall not exceed two square feet in sign area.

(23) *Subdivision and residential development identification signs:* Only if location and other aspects of such signs have been previously approved by the Town Commission pursuant to site plan approval procedures.

(34) In addition, no more than two temporary signs, including any exempt temporary signs, shall be permitted on any single plot at the same time. Notwithstanding the foregoing limitation, one sign per political candidate and per election issue, meeting the requirements of section 30-502, are allowed and are exempt from permitting.

(5) A residential neighborhood may have two temporary announcing signs per neighborhood.

(b) *RM-25 and RM-50 districts.* Single-family and duplex residences and plots located in the RM-25 district shall be subject to the sign regulations as listed for the RS-5 and RD-10 districts listed above.

Only the following types of signs are permitted within the RM-25 and RM-50 districts, subject to the limitations and requirements contained in the definitions and restrictions and standards by sign type and the general design standards sections of these regulations, and subject to the additional limitations stated below:

(1) Private informational, wayfinding, directional, and traffic control, and similar signs.

(2) *Monument signs:* One sign with one or two faces per street frontage, only on a plot with 200 or more feet of continuous frontage on the same street.

(3) *Name and address signs:*

a. One resident name sign per dwelling unit, including any exempt name sign, to be placed on the dwelling unit and not to exceed two square feet in sign area.

b. One occupant address sign per address, including any exempt address sign, to be placed on the building or mail box and not to exceed two square feet in sign area.

c. One building address sign per building to be placed on the building and not to exceed a total of six square feet of sign area.

(34) *Subdivision and residential development identification signs:* Only if the location and other aspects of such signs have been previously approved by the Town Commission pursuant to site plan approval procedures.

(45) *Vacancy/no vacancy signs/rental availability:* One sign per licensed motel or hotel, or multi-family residential use not exceeding two square feet of sign area.

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- 1115 (56) In addition, each multi-family or non-residential use:
- 1116 a. May display no more than two of the following permanent signs, with a
- 1117 combined total sign area of not more than 32 square feet, per street
- 1118 frontage:
- 1119 1. *Building or development identification signs*: One sign per building per
- 1120 street frontage, with a sign height no greater than 35 feet.
- 1121 2. *Canopy or awning signs*: With a sign height no greater than 18 feet.
- 1122 3. *Hanging sign*: One sign per building per street frontage, with a sign
- 1123 height no greater than 18 feet.
- 1124 4. *Changeable copy signs*: One sign per street frontage, with a sign height
- 1125 no greater than 18 feet.
- 1126 5. *Pole or pylon signs*: Limited to hotels, motels, apartment buildings and
- 1127 condominiums only, with no more than one sign per street frontage per
- 1128 property.
- 1129 6. *Wall signs*: With a sign height no greater than 35 feet.
- 1130 b. The total sign area of all signs attached to the wall, canopy and/or awnings
- 1131 of a building face shall not exceed 15 percent of the area of the building
- 1132 façade.
- 1133 c. If a hotel or motel takes over an adjoining hotel or motel, then the combined
- 1134 hotel or motel is entitled to 16 additional square feet of separate wall or
- 1135 awning sign area; the existing signs shall not be increased in size by this
- 1136 additional footage.
- 1137 Example for [subsection] 30-508(b)(6)c.:
- 1138 Hotel A = is allowed a maximum of 32 square feet wall/awning sign
- 1139 Hotel B = is allowed a maximum of 32 square feet wall/awning sign
- 1140 (and adjoins Hotel A)
- 1141 If Hotel A takes over Hotel B, then maximum total signage allowed for
- 1142 the two combined hotels = 32 square feet + 16 square feet = 48 square
- 1143 feet total.
- 1144 (67) In addition, no more than two temporary signs, including any exempt temporary
- 1145 signs, shall be permitted on any single business at the same time.
- 1146 ~~Notwithstanding the foregoing limitation, one sign per political candidate and~~
- 1147 ~~per election issue, meeting the requirements of section 30-502, are allowed and~~
- 1148 ~~are exempt from permitting.~~
- 1149 (7) Each hotel or motel is permitted one (1) sign on a door, column, wall, pole/pylon
- 1150 sign, or interior side of a window, not to exceed three (3) square feet. Any

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1151 window sign under this section shall count toward the 25 percent window
 1152 coverage maximum.

1153 (c) *B-1 and B-1-A districts.* Only the following types of signs are permitted within the B-
 1154 1 and B-1-A districts, subject to the limitations and requirements contained in the
 1155 definitions and restrictions and standards by sign type and the general design
 1156 standards sections of these regulations, and subject to the additional limitations
 1157 stated below:

1158 (1) *Building or development identification signs:* One sign per building per street
 1159 frontage with a sign area of no more than 32 square feet and with a sign height
 1160 no greater than 35 feet.

1161 (2) *Monument signs:* One sign with one or two faces per street frontage, only on a
 1162 plot with 200 or more feet of continuous frontage on the same street.

1163 ~~(3) Menu board sign: One sign per licensed restaurant per street frontage.~~

1164 ~~(4) Name and address signs:~~

1165 ~~a. One occupant name sign per dwelling unit or business, excluding any~~
 1166 ~~exempt rear door name sign, to be placed on the dwelling unit or business~~
 1167 ~~and not to exceed two square feet in sign area;~~

1168 ~~b. One occupant address sign per address, excluding any exempt rear door~~
 1169 ~~address sign, to be placed on the building or mail box and not to exceed~~
 1170 ~~two square feet in sign area;~~

1171 ~~c. One building address sign per building to be placed on the building and not~~
 1172 ~~to exceed a total of six square feet of sign area. Every building, and every~~
 1173 ~~business with a separate, ground floor, street-side entrance, shall display~~
 1174 ~~an address sign that is clearly visible from the street.~~

1175 ~~d. Buildings that have rear door access to an alley or parking lot shall also~~
 1176 ~~display an address sign that is clearly visible from the alley or parking lot.~~

1177 ~~(35) Private informational, wayfinding, directional, and traffic control, and similar~~
 1178 ~~signs.~~

1179 ~~(6) Strip, string or rope lighting: One strip or row of lighting surrounding the interior~~
 1180 ~~of a window and its architectural features.~~

1181 ~~(47) Window signs:~~ No more than three window signs per window, placed in first
 1182 floor windows; in second floor windows, only one window sign for each
 1183 business which has its entrance from the second floor or a stairway only.

1184 ~~(58)~~ In addition, each office building, separate storefront business, or other non-
 1185 residential use:

1186 a. May display no more than two of the following permanent signs, with a
 1187 combined total sign area of not more than 32 square feet per street
 1188 frontage, and the total sign area of all signs attached to the wall, canopy

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and/or awnings of a building shall not exceed 15 percent of the area of the building façade, except as otherwise permitted for wall signs as provided herein:

1. *Canopy or awning signs*: With a sign height no greater than 18 feet.
2. *Changeable copy signs*: With a sign height no greater than 18 feet.
3. *Directory signs*: One sign per street frontage for a multi-tenant office, multi-tenant retail or governmental building only.
4. *Hanging signs*: With a sign height no greater than 18 feet.
5. *Roof signs*: Only when wall or awning signs are not feasible, and not if a legal nonconforming pole or pylon sign exists on the same property.

6. *Wall signs*:

- i. With a sign height no greater than 35 feet.
- ii. A commercial building located within the B-1-A or B-1 zoning district that has a building wall facing a private vehicular use area located on a side of the building other than its primary lot frontage, may be allowed up to three additional wall signs ("end signs") (no more than one per tenant) provided the building wall is not facing a single or multifamily residential use. End signs must be for uses within the building. The cumulative total of the end signs shall not exceed 16 square feet which sign area shall not be included in the total building signage.
- iii. A single tenant building may combine a permitted wall sign and building identification sign into a single wall sign not exceeding 48 square feet in sign area.

b. Multiple businesses occupying a single storefront bay must share the permitted total number and sign area of signs.

c. If a store front business takes over the entire adjoining store front space vacated by another business, then that new business is entitled to either 16 additional square feet of wall or awning sign area, or if the store front business is taking over an entire adjoining store front space vacated by another business, the new business may use the existing roof signage that the old business used provided that the structure of the roof sign is not altered.

Example for [subsection] 30-508(c)(8)c.:

Business A = is allowed a maximum of 32 square feet wall/awning sign

Business B = is allowed a maximum of 32 square feet wall/awning sign
(and is located in a store front space adjoining Business A)

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1226 If Business A takes over Business B, then maximum total signage
1227 allowed = 32 square feet + 16 square feet = 48 square feet.

1228 (69) In addition, no more than two temporary signs, including any exempt temporary
1229 signs, shall be permitted on any single business at the same time.
1230 ~~Notwithstanding the foregoing limitation, one sign per political candidate and~~
1231 ~~per election issue, meeting the requirements of section 30-502, are allowed and~~
1232 ~~are exempt from permitting.~~

1233 (7) Each non-residential use is permitted one (1) sign on a door, column, wall,
1234 interior side of a window, or podium, not to exceed three (3) square feet. Any
1235 window sign under this section shall count toward the 25 percent window
1236 coverage maximum.

1237 (d) *CF and P districts.* Only the following types of signs are permitted within the CF and
1238 P districts, subject to the limitations and requirements contained in the definitions
1239 and restrictions by sign type and the general design standards sections of these
1240 regulations, and subject to the additional limitations stated below:

1241 (1) ~~Private~~ Informational, wayfinding, directional, ~~and traffic control, and similar~~
1242 signs.

1243 (2) *Monument signs:* One sign with one or two faces per street frontage, only on a
1244 plot with 200 or more feet of continuous frontage on the same street.

1245 ~~(3) Name and address signs:~~

1246 a. ~~One occupant name sign per building, excluding any exempt rear door~~
1247 ~~name sign, to be placed on the building and not to exceed two square feet~~
1248 ~~in sign area.~~

1249 b. ~~One occupant address sign per address, excluding any exempt rear door~~
1250 ~~address sign, to be placed on the building or mail box and not to exceed~~
1251 ~~two square feet in sign area.~~

1252 c. ~~One building address sign per building to be placed on the building and not~~
1253 ~~to exceed a total of six square feet of sign area. Every building shall display~~
1254 ~~an address sign that is clearly visible from the street.~~

1255 d. ~~Buildings that have rear door access to an alley or parking lot shall also~~
1256 ~~display an address sign that is clearly visible from the alley or parking lot.~~

1257 (34) *Window signs:* One window sign per street frontage, placed in first floor
1258 windows only.

1259 (45) In addition, each building may display no more than two of the following
1260 permanent signs, with a combined total sign area of not more than 32 square
1261 feet per street frontage, and the total sign area of all signs attached to the wall,
1262 canopy and/or awnings of a building shall not exceed 15 percent of the area of
1263 the building façade.

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- a. *Building or development identification signs*: With a sign height no greater than 35 feet.
- b. *Canopy or awning signs*: With a sign height no greater than 18 feet.
- c. *Directory signs*: For a multi-tenant building only, and with a sign height no greater than 12 feet.
- d. *Hanging signs*: With a sign height no greater than 18 feet.
- e. *Changeable copy signs*: With a sign height no greater than 18 feet.
- f. *Wall signs*: With a sign height no greater than 35 feet.

(56) In addition, no more than two temporary signs, including any exempt temporary signs, shall be permitted on any single plot at the same time. Notwithstanding the foregoing limitation, one sign per political candidate and per election issue, meeting the requirements of section 30-502, are allowed and are exempt from permitting.

Sec. 30-509. - Administration and permits.

- (a) These sign regulations shall be administered by the Development Services Department. No sign of any kind (except exempt signs) shall be erected, installed, repaired or replaced within the Town until a permit for such sign or work has been issued by the Development Services Department. Prior to the issuance of a sign permit for any sign, the application for a sign permit shall be reviewed and approved by the Development Services Department.
- (b) *Permits*. Sign applications shall be on forms promulgated by the Town and shall include sufficient information to ensure complete review of the application. Rules regarding sign application information shall be promulgated by the Town Manager or designee. The application for a permit for a sign shall be accompanied by two copies of the following:
 - (1) Address and legal description of the property upon which the sign is to be placed;
 - (2) Name and address of the owner of the property upon which the sign is to be placed;
 - (3) Written permission of the owner of the property to erect or place the proposed sign;
 - (4) A drawing or sample of the proposed sign, to scale, showing the dimensions, letter size, colors, materials, structural support, and lighting, if any;
 - (5) If lighting is proposed, information regarding the type, intensity and if applicable, Kelvin temperature of the proposed illumination to document compliance with the sign illumination restrictions of these regulations;

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- 1300 (6) A plan showing the proposed location on the ground or building and the
1301 mounting height of the proposed sign, along with a color photograph of the
1302 proposed location;
- 1303 (7) The cost or value of the proposed sign; and
- 1304 (8) Any other plans or information required by the Development Services
1305 Department for any related structural permit or electrical permit.
- 1306 (c) *Application review.* Upon submission of an application, the Development Services
1307 Department shall review and evaluate the application as follows:
- 1308 (1) No application shall be accepted until it is deemed complete by the Department.
- 1309 (2) The Department shall review all of the information submitted to determine
1310 conformity with this article and applicable sections of the Florida Building Code,
1311 including the location of the proposed sign.
- 1312 (3) The submitted application will be reviewed within 20 business days and any
1313 corrections, revisions or deficiencies provided to the applicant within that 20-day
1314 period.
- 1315 (4) Upon each re-submittal of corrected plans, the Department shall have ten
1316 business days to review the application and provide any corrections, revisions
1317 or deficiencies to the applicant. This process shall continue until the applicant
1318 has submitted a complete application or demands that the application be
1319 reviewed as is, without further revisions.
- 1320 (5) If an applicant fails to provide additional information as requested by the
1321 Department within two months of the request or respond to the Department with
1322 a time when the information will be submitted, the application shall be deemed
1323 to be withdrawn by the applicant. The applicant shall be entitled to one 60-day
1324 extension upon request, providing the request for extension is granted prior to
1325 the expiration of the two-month period.
- 1326 (6) The Department shall approve or deny the sign permit within ten business days
1327 of receipt of the complete application or the applicant's demand for review as
1328 submitted, based on whether it complies with the requirements of this article.
1329 The Department shall prepare a written notice of the decision, either in the form
1330 of an approved sign permit or written notice of denial, describing the applicant's
1331 appeal rights, and provide such written notice to the applicant of its decision
1332 within the ten-day period.
- 1333 (d) *No right to appeal.* Except when Commission approval is required pursuant to the
1334 Code, the decision of the Development Services Department for the issuance or
1335 denial of a sign permit shall be final. There shall be no right of appeal to the Town
1336 Board of Adjustment or Town Commission of a finding of the Development Services
1337 Department. The appellant may seek relief in the Circuit Court for Broward County,
1338 or as otherwise provided by law.

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1339 **Sec. 30-510. - Landmark and Mid-Century Modern signs.**

1340 (a) *Landmark signs.* The Town Commission may, following a public hearing, grant a
 1341 waiver of the Town Code related to signage for a landmark business upon a finding
 1342 that the waiver requested or approved is the minimum waiver necessary to provide
 1343 for signage consistent with, but not necessarily identical to, signage historically
 1344 utilized in the Town which maintains the landmark identity and character of the
 1345 business and Town.

1346 (1) A business may be designated as a landmark business by the Town
 1347 Commission following a public hearing.

1348 (2) The designation of a landmark is a function of not just a building, but the
 1349 business within that building that has created a unique sense of place that is
 1350 significant and prominent in the identity and history of the Town. A landmark
 1351 business designation is unique to the designated business at the designated
 1352 location. Neither the business nor the location independently shall be
 1353 considered a landmark business.

1354 (3) The Town Commission may designate by resolution a business as a landmark
 1355 business upon application by the business owner and consideration of the
 1356 following factors:

1357 a. History of operation for a minimum of 35 years at the same location; and

1358 b. Establishment of an identity and business awareness of such character and
 1359 reputation as to be considered an identifiable landmark within the Town.

1360 (b) *Mid-Century Modern signs.*

1361 (1) *Existing Mid-Century Modern style signs that do not meet the requirements of*
 1362 *this article.* An application may be filed for administrative review, or with a site
 1363 plan application, for the replacement of an existing Mid-Century Modern style
 1364 on-premise sign that meets the requirements of chapter 30-9 and the Town
 1365 ADS but does not meet the requirements of this article, provided existing non-
 1366 conformities are not increased.

1367 (2) *New Mid-Century Modern style signs.* An application may be filed for a
 1368 conditional use permit or as part of a site plan application for a new Mid-Century
 1369 Modern style on-premise sign, for a Mid-Century Modern style building, that
 1370 does not meet the requirements of this article. All signs proposed on the
 1371 building shall be consistent in style. As part of a conditional use or site plan
 1372 review, the Town Commission may waive any of the requirements of these sign
 1373 regulations upon a finding that the proposed sign complies with the Mid-Century
 1374 Modern architectural style as addressed in section 30-51, "Architectural review
 1375 standards," of the Town Code and the Town's Architectural Design Guidelines.

1376 **Sec. 30-511. - Nonconforming signs.**

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(a) *Nonconforming signs.* The following nonconforming signs may remain and may be replaced subject to the provisions of this section.

(1) Any sign (or its replacement) which receives approval as a Mid-Century Modern style sign per section 30-510;

(2) Nonconforming pole and pylon signs located in the B-1 district previously permitted and in continual legal existence since March 27, 1999; and

(3) Roof signs, subject to subsection (c) below.

(b) *Removal of nonconforming signs.* Except as identified in subsection (a) above, any previously permitted, existing sign that does not conform to the provisions of these regulations shall be removed or brought into conformance with these regulations upon new development or redevelopment as defined in section 30-514.

(c) *Roof signs.* Upon new development or redevelopment of a site, any existing roof signs may remain. If a building includes multiple roof signs and one is removed other than by an act of God, then all of the roof signs on the building must be removed.

Sec. 30-512. - Maintenance and abandoned signs.

(a) *Maintenance.* All signs together with its framework braces, angles or other supports, if applicable, shall be maintained in good condition and shall not show evidence of deterioration, weathering, discoloration, ripping, tearing or other holes and/or breaks.

(b) *Abandoned Signs.* A sign advertising a discontinued or closed business is prohibited and shall be removed within thirty (30) days of the closure of said business.

Sec. 30-513. - Severability.

(a) The sections, paragraphs, sentences, clauses and phrases of this article are severable, and if any phrase, clause, sentence, paragraph or section of this article shall be declared unconstitutional or void or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this article.

(b) This subsection shall not be interpreted to limit the effect of subsection (a) above, or any other applicable severability provision in this Code or any adopting ordinance. The Town Commission specifically intends that severability shall be applied to sign regulations even if the result would be to allow less speech in the Town, whether by subjecting currently exempt signs to permitting or by some other means.

(c) This subsection shall not be interpreted to limit the effect of subsections (a) or (b) above, or any other applicable severability provision in this Code or any adopting

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ordinance. The Town Commission specifically intends that severability shall be applied to prohibited signs so that each of the prohibited sign types listed in the Town Code in section 30-505 shall continue to be prohibited irrespective of whether another or any sign prohibition is declared unconstitutional or invalid.

- (d) This subsection shall not be interpreted to limit the effect of subsections (1a), (2b) or (3c) above, or any other applicable severability provision in this Code or any adopting ordinance. The Town Commission specifically intends that severability shall be applied to section 30-505 of the sign regulations so that if all or any of such provisions are declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the Town Commission intends that such declaration shall not affect any other prohibition on animated, flashing or billboard signs in the aforesaid sections.

Sec. 30-514. - Definitions.

The terms and phrases used in this article shall have the following indicated meanings:

Address sign: A sign displaying only the numerical address and unit number or letter of the premises upon which the sign is located.

Animated or flashing sign: Any sign including electronic, laser, video, digital or similar displays, with elements, images, text, or colors that move, rotate, flash, change or similar movement is prohibited. A date/time and temperature indicator or barber pole is not an animated sign. ~~Temporary animated or flashing signs attached to amusement rides, vending carts, and sideshow equipment used in a special community event specifically authorized by the Town Commission shall not be prohibited by these regulations.~~

~~*Announcing sign:* A temporary sign used for the opening of a business, the future development of property or an upcoming event or activity.~~

Adjoining: Located next to, bordering or contiguous.

~~*Automated teller machine (ATM) sign.* A sign that is located on, or attached to, an automated teller machine (ATM) that identifies the ATM, name of the machine or the business entity that owns an ATM and that identifies the financial services networks that are accepted at that ATM. For the purpose of this section, an ATM is defined as a computerized telecommunications device that provides the clients of a financial institution with access to financial transactions in a public space without the need for a cashier, human clerk or bank teller.~~

Awning sign: See "Canopy or awning sign."

Balloon sign: Any type of inflatable sign or sign suspended from a balloon.

Banner sign: A sign with or without any text, composed of fabric, vinyl or like material, affixed to a permanent pole or permanent structure by wire, string, brackets or

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1453 grommets or is otherwise suspended from a building ~~and which may be suspended in~~
 1454 ~~the air over a public right-of-way.~~ A hanging sign is not included within the definition of a
 1455 banner sign. Pennants are included within this definition of a banner sign.

1456 *Billboard:* A permanent, freestanding or building-mounted sign, advertising products
 1457 or services not related to the premises upon which the sign is located, is prohibited.
 1458 Also referred to as off-premise sign.

1459 Building or development identification sign: A sign used ~~only~~ for the name and/or
 1460 address of a building or development.

1461 *Cabinet sign:* A sign, constructed like a box, with sign copy painted on or applied to
 1462 a translucent plastic or glass face.

1463 *Canopy or awning sign:* A sign that is part of, or attached to a canopy or awning or
 1464 other similar protective cover.

1465 *Changeable copy sign:* A sign or portion thereof with characters, letters or
 1466 illustrations that can be changed or rearranged by manually removing or rearranging the
 1467 characters, letters or illustrations on the physical sign.

1468 *Commercial message:* Any wording, logo, emblem, character, pictograph,
 1469 trademark, or symbol used to represent a firm, organization, entity, product, or service,
 1470 or other representation that, directly or indirectly, names, advertises, or calls attention to
 1471 a product or service. For purposes of this article, terms such as sale, special, clearance,
 1472 or other words which relate to commercial activity shall be deemed to be commercial
 1473 messages. ~~Items of identification shall not be considered to be commercial messages.~~

1474 ~~Contractor sign: A temporary sign, posted upon property or a building with an active~~
 1475 ~~building permit, used to identify the name and/or type of development and/or the name~~
 1476 ~~and phone number of the developer, contractor, architect, engineer, landscape~~
 1477 ~~architect, planner and/or realtor.~~

1478 *Corporate logo:* See definition for "Trademark/corporate logo."

1479 *Development:* See "New development and redevelopment."

1480 *Directory sign:* A single or double face sign, used to identify the name of the building
 1481 or development and the names and unit numbers of tenants in a multiple tenant building
 1482 or development.

1483 *Electronic sign:* Any type of electronic display board, electronic message board,
 1484 digital, LED, programmable ink or other sign capable of displaying words, pictures,
 1485 symbols, video or images including, but not limited to, any electronic, laser, digital, or
 1486 projected images display that can be changed electronically or mechanically by remote
 1487 or automatic means. Architectural lighting designed to illuminate building walls,
 1488 architectural features or landscaping is a not a sign.

1489 *Feather sign:* A professionally produced temporary lightweight sign comprised of
 1490 nylon, canvas, vinyl, or polyester fabric that ~~may or may not contain language for~~

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~~advertisement, greeting or similar messaging purposes and that~~ is affixed to support structure, such as a metal pole, in such a manner that allows movement of the banner and where such sign is located outdoors. Such signs may also be referred to as "flutter," "tear drop," "flying," "wing," or "bow" signs.

Flag: Any fabric, plastic, canvas, material or bunting containing distinctive color(s), pattern(s), symbol(s), emblem(s) or insignia(s) containing noncommercial speech or used as a symbol of a government, political subdivision or other governmental entity or of any business or institutional entity or idea.

Freestanding sign: Any type of sign that is not affixed to a building.

Hanging sign: A hanging sign that is attached perpendicular to any portion of the primary building façade or attached to the underside of a building arcade or building canopy, which sign is attached by brackets, cantilevered, or suspended in some similar manner. A hanging sign may be vertical or horizontal in its orientation. Perpendicular signs, projecting signs, and blade signs are also included in the definition of a hanging sign.

Historical sign: An on premise sign of historical or architectural significance to the Town may be designated as an historical sign by resolution of the Town Commission and shall thereafter be exempt from all provisions of these regulations except for the requirements for maintenance and permit for reconstruction or major repair.

Identification sign: A sign used to identify the name of a residential subdivision, or nonresidential development, business, organization or other nonresidential occupant of a premises, and the street address. Identification signs are not used to advertise services and goods provided.

Informational, wayfinding, directional ~~or traffic control~~ sign: An informational, wayfinding, directional ~~or traffic control~~ sign is any sign similar to:

~~(a) A noncommercial sign erected and maintained by the Town, County or State, or any agency thereof, or specifically provided for a facility licensed with the Town, to denote the name of any thoroughfare, route directions, educational institution, public building, park, recreational facility or hospital; to provide multimodal transportation facility ownership and operational directional; to direct and regulate traffic; to denote any transportation or transmission company for the direction or safety of the public; or to provide any other governmental information.~~

(b) A noncommercial sign located on and relating to an activity on the premises upon which the sign is located, that is providing information to or is related or reasonably necessary to the movement of pedestrian and vehicular traffic on the premises, and not displaying a commercial message, e.g., "entrance," "exit," "caution" and "no trespassing", "no parking", "one way only", and the like.

(c) A noncommercial sign within a development, or at the entrances thereto, showing the name(s) and directions to the businesses or tenants within the

EXHIBIT 1

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1531 ~~development or the~~ locations of the subdivisions comprising the development, ~~a~~
 1532 ~~sales office,~~ etc.

1533 *Length:* The horizontal dimension of a sign as measured in feet and inches.

1534 ~~Menu board sign: A sign outside of a restaurant and containing only a copy of the~~
 1535 ~~restaurant's menu, daily specials or scheduled entertainment.~~

1536 *Mid-Century Modern style sign:* A sign that meets the characteristics of Mid-Century
 1537 Modern architectural style as further described in section 30-51 of the Town Code and
 1538 the Town's Architectural Design Guidelines.

1539 *Monument sign:* A permanent, freestanding stone, masonry or metal sign where the
 1540 entire bottom of the sign is affixed to the ground or where the sign is placed upon a
 1541 permanent freestanding masonry wall section.

1542 ~~Multi-modal transportation facility: A facility approved through license by the Town,~~
 1543 ~~used for the storage of vehicles which are utilized in a Town-wide rental and sharing~~
 1544 ~~system for such vehicles.~~

1545 ~~Multi-modal transportation information sign: A sign, specifically provided for as part~~
 1546 ~~of a license with the Town for a designated multi-modal transportation facility, which is~~
 1547 ~~attached to said facility for the purpose of providing maps, directional and instructional~~
 1548 ~~information, and identifying the owner or manufacturer of the facility, for users of the~~
 1549 ~~system. Said signs shall not be illuminated or include any flashing, moving, digital, video~~
 1550 ~~display or electronic changeable copy features. A single informational sign not to~~
 1551 ~~exceed 30 inches by 30 inches, per facility, may identify sponsors of the facility and~~
 1552 ~~program on the opposite side of the information sign. In addition, each pay station may~~
 1553 ~~contain up to four signs to identify facility sponsors, one per pay station side, not to~~
 1554 ~~exceed one square foot. All sign faces shall be oriented towards users of the multi-~~
 1555 ~~modal transportation facility and not toward the motorized vehicle traffic.~~

1556 *Mural:* A picture, painting or graphic, not otherwise meeting the criteria for a wall
 1557 sign, applied directly to an otherwise blank wall containing advertising, text or logos, or
 1558 copyrighted, trademarked or service marked characters, objects or products advertised
 1559 in print or media advertising. Noncommercial pictures, paintings or graphics which
 1560 contain no text except for identification of the artist and date in letters not exceeding six
 1561 inches in height, are not murals.

1562 *Name sign:* A sign used ~~only~~ for the name and unit number or letter of the person,
 1563 entity or business occupying the premises.

1564 *Neon sign:* Any type of sign that utilizes exposed neon, argon or any other gaseous
 1565 or liquid element or compound as a direct means of illumination. Neon, argon or other
 1566 gaseous or liquid element or compound utilized for illumination that is covered by a
 1567 translucent material, or otherwise concealed from direct view, shall not be considered to
 1568 be a neon sign. Exposed neon, argon or any other gaseous or liquid element or
 1569 compound utilized for illumination used solely to accent or illuminate architectural
 1570 features of a building shall not be considered a sign, if authorized by the Town

EXHIBIT 1

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1571 Commission as architectural lighting as part of the site plan approval for the
1572 development.

1573 *New development and redevelopment:* For the purposes of this article, the terms
1574 new development and redevelopment shall have the following meanings:

1575 (a) *New development:* The construction of a building or parking lot upon a vacant
1576 or cleared plot.

1577 (b) *Redevelopment:*

1578 (1) Any reconstruction or remodeling exceeding 25 percent of the assessed
1579 valuation of a building; or

1580 (2) Any substantial alteration of the street façade of a building.

1581 *Noncommercial:* Containing no commercial message.

1582 *Painted sign:* Any exterior sign or window sign with text or message that is only
1583 painted or applied upon a surface. Decals, plastic film, mosaic, photocopied and printed
1584 text or messages are also considered to be "painted." Painted signs do not include
1585 murals.

1586 *Paper sign:* A sign drawn, painted or printed on paper, cardboard, or similar water-
1587 absorbing material. Paper or cardboard signs may be used only inside of a building or
1588 mounted within a weatherproof cover.

1589 *Permanent sign:* A permanent sign is any one of the types of signs specifically listed
1590 within these regulations as an allowed sign, and which is installed and maintained in a
1591 fixed location for an indefinite period of time.

1592 *Pole sign:* A sign mounted upon one or two vertical poles, either freestanding or
1593 extending above another structure. Private Traffic control and directional signs mounted
1594 on poles are not considered to be pole signs.

1595 ~~Political sign: A sign which sets forth the name, cause, or affiliation of a person~~
1596 ~~seeking office or a proposed referendum or ballot proposition, the date of the election~~
1597 ~~and/or the office sought or which sets forth any issue for which, or pertaining to, a public~~
1598 ~~election is scheduled to be held.~~

1599 ~~Portable identification signs for a use adjoining a roadway under construction: A~~
1600 ~~sign that is used for the purpose of identifying a business, hotel or motel, or other non-~~
1601 ~~residential use during the period of construction of an adjacent roadway.~~

1602 *Portable moving sign.* A sign not permanently attached to the ground or other
1603 permanent structure, and designed to be worn or carried for display by a person or
1604 transported by means of wheels. The term "portable moving sign" includes, but is not
1605 limited to:

1606 i. A human sign; or

EXHIBIT 1

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- 1607 ii. A sign mounted on a bike trailer, vehicle trailer or truck bed ~~that is used to~~
 1608 ~~advertise any business or product that is not the business or principal purpose~~
 1609 ~~of the vehicle.~~

1610 The term does not include:

- 1611 i. Those signs on a vehicle that identify its business, purpose or principal
 1612 products; or
- 1613 ii. Such advertising devices as may be attached to or displayed on and within the
 1614 normal unaltered lines of the vehicle of a licensed transit carrier, when and
 1615 during that period of time such vehicle is regularly and customarily used to
 1616 traverse the public highways during the normal course of business; ~~or~~
- 1617 ~~iii. Sandwich signs, as otherwise defined in this chapter.~~

1618 *Pylon sign:* A sign mounted upon or on top of a vertical wall or other support
 1619 structure, wherein such wall or structure exceeds six feet in height. A pylon sign that is
 1620 supported by a pole shall be considered a pole sign. A pylon sign may be either a
 1621 freestanding sign or attached to and extending above another structure.

1622 *Real estate sign:* A temporary sign ~~indicating the real property which is available~~
 1623 ~~announcing an "open house" or "model home" or the availability of the premises~~ for
 1624 ~~showing.~~ sale or for lease.

1625 *Redevelopment:* See "New development and redevelopment."

1626 *Roof sign:* A sign mounted above the fascia of a sloped roof or above the deck of a
 1627 flat roof. A sign placed upon a bona fide tower extending above the principal roof-line of
 1628 the building or upon a dormer or recessed wall within a sloped roof shall not be
 1629 considered a roof sign.

1630 *Sandwich sign:* A movable, portable, freestanding, A-frame board construction sign
 1631 not secured or attached to the ground that can be folded and carried by an individual.

1632 *Sign:* Any device, fixture, placard, or structure that uses any color, form, graphic,
 1633 illumination, symbol, or writing to advertise, announce the purpose of, or identify the
 1634 purpose of a person or entity, or to communicate information to the public. ~~The definition~~
 1635 ~~of a sign does not include:~~

1636 ~~(1) Any sign not visible from any street, property (other than the subject site),~~
 1637 ~~beach or water body;~~

1638 ~~(2) Wayfinding, directional, hazard and traffic control device and similar signs~~
 1639 ~~required or installed by a government agency on private property;~~

1640 ~~(3) Notices required to be posted by law or ordinance on private property;~~

1641 *Snipe sign:* A sign, which is tacked, nailed, taped, glued or otherwise attached to a
 1642 tree, pole, fence, newsrack, trash receptacle, building wall or door or other object,
 1643 ~~unless required by law. Legal notices required by law are not signs. Legal notices~~
 1644 ~~required by law are exempted.~~

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Special event sign: A temporary sign placed by the Town, a community service organization, homeowners association or condominium association announcing an upcoming community event, special meeting or election.

Stationary vehicle or trailer sign: A sign advertising a business or product, mounted on, or attached to a motor vehicle or trailer. A vehicle that is parked inside a garage, or parked behind a the building, or a passenger vehicle displaying a name and telephone number with letters no more than four inches in height, is not a vehicle sign as described above. Nothing herein shall prohibit the parking of commercial vehicles while in the process of making deliveries, service calls or loading/unloading.

Strip lighting: Lighting used to surround the interior of a window and/or its architectural features. Also referred to as string or rope lighting.

Subdivision and residential development identification sign: An identification sign erected at the entrance to a neighborhood or residential development used only for the official name and address of the neighborhood or residential development.

Temporary sign: A temporary sign is any one of the types of signs specifically listed within these regulations as an allowed temporary sign and which may be displayed for a limited, specified amount of time.

Trademark/corporate logo. A federally-registered trademark or logo comprised of a word, phrase, symbol or design, or a combination thereof, which is legally recognized under State or federal law.

Traffic control device: Any sign that is used as a traffic control device and described and identified in the Manual on Uniform Traffic Control Devices approved by the Federal Highway Administration as the National Standard and as may be revised from time to time. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not readily be apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned building, etc.) or that provides warning of a violation of law (e.g., no trespassing, no hunting allowed, etc.)), and guide signs (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information). These devices are not regulated as signs under this article.

~~Vacancy/no vacancy/rental availability sign: A sign or portion of a sign located at a motel, hotel, apartment building or condominium indicating whether or not there are rooms/units available.~~

Vehicular use area [VUA]: For the purpose of this section, vehicular use areas are areas used for parking of vehicles, and all land upon which vehicles traverse. A private VUA is a VUA area that is privately owned and not public property.

Wall sign: A sign attached to, or parallel a wall, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

EXHIBIT 1

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Warning or danger sign: A sign warning of pedestrian or vehicular dangers, access or safety issues (e.g. “no trespass,” “one-way,” “no parking,” “do not enter,” or similar safety issues) or of a hazardous condition or dangerous object or animal in the immediate vicinity.

Window: For the purpose of these regulations, a window shall be defined as that portion of a first or second floor façade consisting of a transparent, glass-like material designed to provide viewing of the interior from the exterior of the building and which shall be:

- (1) No less than 75 percent transparent from the exterior;
- (2) The area of a single window includes contiguous window panels separated by dividers less than six inches in width;
- (3) Contiguous window panels separated by dividers greater than six inches in width, separated by a doorway or separated by the corner of a building shall be considered separate windows; and
- (4) A glass door or pair of doors shall be considered a separate window, but shall be no less than 50 percent transparent from the exterior.
- (5) A transom above a door, separated by less than six inches shall be considered part of the door. A glass transom separated by more than six inches shall be considered a separate window.

Window sign: A sign attached to or placed on storefront windows and/or glass doors and that are placed within ten feet of the inside of a window and oriented toward the window. A bulletin board, displayed inside a window, and upon which notices, advertisements, specials, listings and the like are posted, shall be considered a single window sign.

Secs. 30-515—30-530. - Reserved.

Section 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

EXHIBIT 1

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1716 **Section 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance is
 1717 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
 1718 shall in no way affect the validity of the remaining portions of this Ordinance.

1719 **Section 5. Conflicting Ordinances.** All prior ordinances or resolutions, or parts thereof,
 1720 in conflict herewith are hereby repealed to the extent of said conflict.

1721 **Section 6. Effective Date.** This Ordinance shall be in full force and effect immediately
 1722 upon its passage on second reading.

1723 Passed on the first reading, this ____ day of _____, 2015.

1724 Passed and adopted on the second reading, this ____ day of _____, 2015.

1725

1726

1727

1728

MAYOR SCOT SASSER

1729

First Reading

Second Reading

1730

Mayor Sasser

1731

Vice-Mayor Vincent

1732

Commissioner Brown

1733

Commissioner Dodd

1734

Commissioner Sokolow

1735

1736

ATTEST:

1737

1738

Tedra Smith, Town Clerk

1739

1740

APPROVED AS TO FORM:

1741

Item No. 15.b.i.
EXHIBIT 1

ORDINANCE NO. 2015-21

1742 _____
1743 Susan L. Trevarthen, Town Attorney

1744

1745



Agenda Memorandum

Town Attorney's Office

Department

Susan Trevarthen

Town Attorney

COMMISSION MEETING DATE: December 8, 2015
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- | | | | |
|--|---|---------------------------------------|---|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: 2nd Reading Ordinance 2015-22: Modifying the Time for Newly Elected Town Officials to Assume the Duties of Elected Office.

EXPLANATION: Attached for 2nd reading is Ordinance 2015-22 (Exhibit 1) amending the Town Code to modify the time for newly elected officials to assume the duties of elected office.

Section 101.75, Florida Statutes, provides authority for municipalities that would otherwise conduct their General Municipal Elections on a different date pursuant to local ordinance or charter provision, to move their elections to the same date as the Presidential Preference Primary Election (or other statewide or countywide election) by adopting an ordinance. Pursuant to Section 101.75, Florida Statutes, the Town Commission adopted Town Ordinance No. 2015-07 to modify its General Municipal Election in 2016, to coincide with the Presidential Preference Primary Election on March 15, 2016.

Section 2-17 of the Town Code currently requires the Town Commission to meet on the Monday following the regular Town election at which time the newly elected Town Commissioners are to assume the duties of elected office. This requirement is challenging to comply with, due to variations in when the Town receives the certification of election results from the Broward Supervisor of Elections (“Broward SOE”), which may not be timely when the Town election is held in conjunction with several county, state or federal races.

The attached Ordinance establishes a consistent rule for scheduling the swearing in and assumption of elected office of duly elected Town officials in a manner that accounts for differing Town election schedules and differing timeframes for receipt of the certification of election results from the Broward SOE. The Ordinance provides that newly elected Town officials shall assume the duties of elected office at the commencement of the first Regular or Special Town Commission Meeting that is held at least two days after the release of certification of the election results for Town Commission by the Broward SOE.

RECOMMENDATION: Approval of the attached Ordinance on 2nd Reading.

Exhibits: Exhibit 1 – Ordinance 2015-22

ORDINANCE 2015-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, SECTION 2-17, “MEETING TO SEAT NEW MEMBERS” OF THE TOWN CODE OF ORDINANCES TO MODIFY THE TIME FOR NEWLY ELECTED OFFICIALS TO ASSUME THE DUTIES OF ELECTED OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

1 **WHEREAS**, Section 101.75, Florida Statutes, provides authority for municipalities that
2 would otherwise conduct their General Municipal Elections on a different date pursuant to local
3 ordinance or charter provision, to move their elections to the same date as the Presidential
4 Preference Primary Election (or other statewide or countywide election) by adopting an ordinance;
5 and

6 **WHEREAS**, pursuant to Section 101.75, Florida Statutes, , the Town Commission adopted
7 Town Ordinance No. 2015-07 to modify its General Municipal Election in 2016, to coincide with
8 the Presidential Preference Primary Election on March 15, 2016, which provided that the new
9 Town Commissioners will take office at the commencement of the first Regular or Special Town
10 Commission meeting that is held at least two days after the release of certification of the March
11 election results for Town Commission by the Broward County Supervisor of Elections (the
12 “Broward SOE”); and,

13 **WHEREAS**, Section 2-17 of the Town Code currently requires the Town Commission to
14 meet on the Monday following the regular Town election at which time the newly elected Town
15 Commissioners are to assume the duties of elected office; and,

16 **WHEREAS**, the current requirement in Section 2-17 of the Town Code for seating newly
17 elected Commissioners on the Monday following the regular Town election is challenging to
18 comply with, due to variations in when the Town receives the certification of election results from

the Broward SOE , which may not be timely when the Town election is held in conjunction with several county, state or federal races; and,

WHEREAS, the Town Commission desires to establish a consistent rule for scheduling the swearing in and assumption of elected office of duly elected Town officials in a manner that accounts for differing Town election schedules and differing timeframes for receipt of the certification of election results from the Broward SOE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as true and correct and incorporated herein by the reference.

SECTION 2. Amendment to Town Code Section 2-17. Chapter 2 “Administration”, Section 2-17 “Meeting to seat new members” of the Town Code of Ordinances is hereby amended to read as follows¹:

Sec. 2-17. - Meeting to seat new members.

~~On the Monday following the regular election at which a Town Commissioner shall be elected in accordance with Section 6.1 of the Town Charter~~ At the commencement of the first Regular or Special Town Commission Meeting that is held at least two days after the release of certification of the election results for Town Commission by the Supervisor of Elections, the Town Commission shall meet at the usual place for holding meetings of the legislative body of the Town, at which time the newly elected Town Commissioner(s) shall assume the duties of his or her office.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any clause, section or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional

¹Proposed additions to existing Town Code text are shown by underlining; proposed deletions from existing Town Code text are shown by ~~strike through~~.

or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of the Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption on second reading.

Passed on the first reading, this ____ day of _____, 2015.

Passed and adopted on the second reading, this ____ day of _____, 2015.

MAYOR SCOT SASSER

	First Reading	Second Reading
Mayor Sasser	_____	_____
Vice-Mayor Vincent	_____	_____
Commissioner Brown	_____	_____
Commissioner Dodd	_____	_____
Commissioner Sokolow	_____	_____

ATTEST:

Tedra Smith, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Agenda Memorandum

Administration

Department

Connie Hoffmann

Town Manager

COMMISSION MEETING DATE: December 8, 2015

- | | | | |
|--|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2016 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: Resolution #2015-50 Approval of Interlocal Agreement with Broward County for the Town's Participation in the Segment II Beach Nourishment Project

EXPLANATION: Presented for the Commission's consideration is the proposed Interlocal Agreement between Broward County and the Town regarding the Town's participation in, and financial contribution to, the Segment II beach nourishment project.

The County has finally received the federal government's agreement to financially participate in the Segment II Beach Nourishment Project although, as we know from past experience, this does not fully commit the federal government to funding their share of the project costs. All such agreements have a provision that federal funding is conditional on Congress appropriating the funds for the project. On the last Broward County project, it took the federal government ten years to provide all of the funding they promised.

Regardless of whether the project costs more than anticipated or if the federal government fails to fulfill their contribution to the project, the County is honoring the Town's request that there be an upside limit on our financial contribution and that we be allowed to make our contribution over a three year period. The ILA provides that the Town will not have to pay more than \$350,000 toward the cost of the project and calls for payments in November of 2016, 2017, and 2018.

The ILA does provide we would have to reimburse the County for any costs they incur as a result of onerous action by the Town in connection with this project, but we cannot anticipate any such action.

RECOMMENDATION: Approve Resolution 2015-50, authorizing execution of the ILA.

Exhibits: Resolution 2015-50

Interlocal Agreement with Broward County for the Project

Reviewed by Town Attorney:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
-------------------------------------	-----	--------------------------	----

RESOLUTION NO. 2015-50

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE BROWARD COUNTY SEGMENT II SHORE PROTECTION PROJECT; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, since the inception of the Beach Management Program in the late 1960s, Broward County (the “County”) has acted as the local sponsor for the U.S. Army Corps of Engineers Shore Protection Program through Interlocal Agreement; and

WHEREAS, the United States, the State of Florida, the County, and the Town intend to engage in a cooperative effort to restore and replenish the beach within TOWN and in other locations through a Shore Protection Project, as more particularly described in Exhibit "A," attached hereto and incorporated herein (the “Project”); and

WHEREAS, the County has agreed to fund sixty-seven percent (67%) of the Project costs, and Fort Lauderdale, Pompano Beach, and the Town of Lauderdale-by-the-Sea have collectively agreed to fund thirty-three percent (33%) of the Project costs, as reduced by State and Federal contributions; and

WHEREAS, under the terms of the proposed Interlocal Agreement, the Town’s total Project costs are capped at an amount not-to-exceed \$350,000.00; and

WHEREAS, the Town and the County desire to enter into the Interlocal Agreement for a cooperative effort to restore and replenish the beach within the Town upon the terms and conditions set forth in the attached Exhibit “A” (the “ILA”).

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:

Section 1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The ILA with Broward County, attached as Exhibit “A”, is hereby approved with Town funding for the Project in an amount not-to-exceed \$350,000.00.

Section 3. The appropriate Town Officials are hereby authorized to execute, on behalf of the Town, the ILA, in the form attached hereto as Exhibit “A”, together with such non-material changes as may be approved by the Town Manager and Town Attorney, and such other documents necessary to implement the terms of the Agreement.

Section 4. The Town Manager and/or her designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this _____ day of December, 2015.

Mayor Scot Sasser

Attest:

Town Clerk Tedra Smith

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF LAUDERDALE BY THE SEA

relating to the

BROWARD COUNTY, SEGMENT II,
SHORE PROTECTION PROJECT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

TOWN OF LAUDERDALE BY THE SEA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, this Agreement is entered into pursuant to Chapter 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, since the inception of the Beach Management Program in the late 1960s, COUNTY has acted as the local sponsor for the U.S. Army Corps of Engineers ("Corps") Shore Protection Program through Interlocal Agreement; and

WHEREAS, the United States, the State of Florida, COUNTY, and TOWN intend to engage in a cooperative effort to restore and replenish the beach within TOWN and in other locations through a Shore Protection Project, hereinafter called PROJECT, as more particularly described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the State of Florida has committed Ten Million Four Hundred Thirty-three Thousand and 00/100 Dollars (\$10,433,000.00) ("STATE Contribution"), and COUNTY has committed Ten Million One Hundred Thousand and 00/100 Dollars (\$10,100,000.00) ("COUNTY Contribution") to the PROJECT to defray PROJECT costs; and

WHEREAS, COUNTY has sought reimbursement from the Corps pursuant to a Project Partnership Agreement, along with additional State funding, to defray PROJECT costs ("FEDERAL Contribution"); and

WHEREAS, COUNTY has agreed to fund sixty-seven percent (67%), and the Cities of Fort Lauderdale, Pompano Beach, and the Town of Lauderdale-by-the-Sea (the "CITIES") have collectively agreed to fund thirty-three percent (33%) of the PROJECT costs as reduced by STATE contribution and FEDERAL contribution ("Local PROJECT Costs"); and

WHEREAS, it is anticipated that COUNTY will enter into an agreement with an engineering consultant to develop the plans and specifications, and to provide necessary engineering consulting services for the PROJECT ("CONSULTANT"); and

WHEREAS, it is anticipated that COUNTY will solicit a contractor capable of completing the required work in accordance with the PROJECT plans and specifications that include truck hauling of fill material, versus offshore dredging projects ("CONTRACTOR"); and

WHEREAS, TOWN and COUNTY have entered into a Temporary Access Agreement for the PROJECT, Segment II, that provides temporary access on, over, across, and through TOWN property for the purpose of facilitating the design, construction, installation, inspection, and maintenance of the PROJECT; and

WHEREAS, the parties are desirous of entering into a reimbursement agreement for the PROJECT whereby each of the Cities will collectively reimburse COUNTY for thirty-three percent (33%) of the Local PROJECT Costs (the "CITIES' Contribution"), NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and TOWN agree as follows:

ARTICLE 1

SCOPE OF SERVICES

- 1.1 COUNTY shall cause the PROJECT to be completed in accordance with permit conditions, construction contract documents, plans, and specifications for the PROJECT. TOWN and COUNTY agree that COUNTY's performance under this Agreement is subject to COUNTY obtaining all necessary permits, and is subject to adequate funding assurances from federal, State, and local governments, and subject to a bid from CONTRACTOR which is acceptable to COUNTY.
- 1.2 COUNTY agrees that all monies contributed by TOWN pursuant to this Agreement shall be expended exclusively for the PROJECT, and in accordance with permit conditions, construction contract documents, plans, and specifications for the PROJECT.

- 1.3 COUNTY shall ensure that the PROJECT is constructed so that all sand placed onto the beach is beach-compatible sand in accordance with the approved technical and environmental documents for the PROJECT.
- 1.4 COUNTY shall provide TOWN access to all records and shall allow the audit of any books, documents, and papers associated with the PROJECT.
- 1.5 TOWN shall reimburse COUNTY for TOWN's apportioned share of the cost of the TOWN's portion of Segment II of the PROJECT, as set forth in Section 3.1. TOWN shall be responsible in its apportioned share of the TOWN's portion of Segment II of the Project, as set forth in Section 3.1, for any obligations, financial or otherwise, imposed on COUNTY by the State or federal government as a result of COUNTY's construction, operation, maintenance, and monitoring of the TOWN's portion of Segment II of the PROJECT.
- 1.6 In accordance with Section 402 of the Water Resources Development Act of 1986 (33 U.S.C. 701b-12), as amended, TOWN shall prepare a floodplain management plan within one (1) year after the effective date of this Agreement and shall implement such plan not later than one (1) year after completion of construction of the PROJECT. The plan shall be designed to reduce the impacts of future flood events in the PROJECT area, including, but not limited to, addressing those measures to be undertaken by nonfederal interests to preserve the level of flood protection provided by the PROJECT. TOWN shall provide an informational copy of the plan to COUNTY upon its preparation.
- 1.7 TOWN shall prevent obstructions or encroachments on the PROJECT (including prescribing and enforcing regulations to prevent such obstructions or encroachments) such as any new developments on PROJECT lands, easements, and rights-of-way or the addition of facilities which might reduce the level of protection the PROJECT affords, hinder operation and maintenance of the PROJECT, or interfere with the PROJECT's proper function.
- 1.8 Except as set forth in Sections 1.5, 1.6, and 1.7 above, TOWN shall have no duties, obligations, or responsibilities of any nature with respect to the construction of the PROJECT.

ARTICLE 2

TERM OF AGREEMENT

- 2.1 The term of this Agreement shall begin upon execution by COUNTY and, unless terminated by either party sooner pursuant to Article 6, shall terminate on December 31, 2021. Notwithstanding the termination of this Agreement, COUNTY shall reimburse TOWN for any State or federal funding for the PROJECT received after the termination date, consistent with Section 3.1, up to the Cost Share Participation amount set forth in 3.1. The continuation of this Agreement

beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in Chapter 129, Florida Statutes.

- 2.2 All duties, obligations, and responsibilities of parties required by this Agreement shall be completed no later than December 31, 2021. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 3

BILLING AND PAYMENT

- 3.1 Final PROJECT costs shall include costs of design, permitting, engineering, construction, and annual monitoring costs for five (5) years of post-construction monitoring. Each City's proportionate share of the CITIES' Contribution to the Final PROJECT Costs shall be determined based on a TOWN's proportionate share of the volume of sand placed on each of the beaches lying within the Cities of Fort Lauderdale and Pompano Beach and the Town of Lauderdale-by-the-Sea, respectively ("proportionate share"). Final PROJECT costs and TOWN's proportionate share shall be determined after bid award, pursuant to a preconstruction survey. TOWN's total reimbursement amount shall be calculated in accordance with the following formula:

PROJECT costs - STATE and FEDERAL Contributions - COUNTY Contribution x .33 x TOWN's Proportionate Share = TOWN's Total Reimbursement Amount.

However, the TOWN's Total Reimbursement Amount shall not exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00). If application of the foregoing formula results in a Total Reimbursement Amount for the TOWN exceeding Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), COUNTY shall be responsible for the difference between the Town's Total Reimbursement Amount, thereby ensuring that the Total Reimbursement Amount for the Cities of Fort Lauderdale and Pompano Beach remain unaffected. Any additional State and federal funding received by COUNTY after the effective date of this Agreement shall require recalculation of TOWN's total reimbursement amount, by increasing the STATE and FEDERAL Contributions. If TOWN has made payments pursuant to this Agreement at the time such subsequent funding is received, and the amount of such funding exceeds the amount due under this Agreement, COUNTY shall reimburse TOWN for the difference between its original reimbursement amount and the recalculated reimbursement amount. In no event, however, shall such recalculated reimbursement amount be less than the amount calculated in accordance with the following formula:

[(.10 x PROJECT Costs) - (.33 x COUNTY Contribution)] x TOWN's Proportionate Share = Cost Share Participation.

As beach renourishment projects are anticipated to be an ongoing and recurring expense, a minimum participation of ten percent (10%) gives all parties a vested interest in current and future projects. Any STATE or FEDERAL Contribution that would cause TOWN reimbursement to be less than the Cost Share Participation shall be retained by COUNTY for future beach renourishment purposes.

- 3.2 Any excessive costs, to be solely determined by COUNTY, resulting from onerous or impractical conditions placed on the PROJECT by TOWN, will be the financial responsibility of TOWN, and shall be reimbursed promptly following written notice of excessive cost by COUNTY. Excessive costs will be determined by COUNTY after reviewing the change of PROJECT construction at the direction of TOWN.

3.3 METHOD OF BILLING AND PAYMENT

3.3.1 TOWN Reimbursement payments shall be made in three (3) equal yearly payments. Commencing on October 15, 2016, and each October 15th for two (2) years thereafter, COUNTY shall submit an original invoice plus one (1) copy to TOWN for payment in accordance with Section 3.1 above.

3.3.2 No later than November 15, 2016, and no later than each November 15th for two (2) years thereafter, TOWN shall submit payment in accordance with Section 3.1 above.

- 3.4 Payment will be made to COUNTY at:

Broward County Environmental Protection and Growth Management Department
Environmental Planning and Community Resilience Division
Attn: Nicole S. Sharp, P.E., Natural Resources Administrator
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

ARTICLE 4

GOVERNMENT IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party except as provided herein, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY and TOWN are political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their agents and employees to the extent permitted by law.

ARTICLE 5

INSURANCE

- 5.1 COUNTY and TOWN are entities subject to Section 768.28, Florida Statutes, and COUNTY and TOWN shall furnish the Risk Manager for the TOWN and COUNTY, respectively, with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 5.2 Prior to COUNTY, CONTRACTOR, or CONSULTANT commencing any PROJECT work on the beach within TOWN's jurisdiction, COUNTY shall require such CONTRACTOR or CONSULTANT to provide general liability and casualty insurance coverage in accordance with COUNTY's standards, naming COUNTY and TOWN as additional insureds against any claims arising from the performance of work within TOWN under this Agreement.

ARTICLE 6

TERMINATION

Prior to the time that COUNTY notifies TOWN that the PROJECT will be commencing on the beach within TOWN's jurisdiction, this Agreement may be terminated by either party upon ninety (90) days' written notice to the other party of such termination pursuant to Section 7.3, NOTICES. However, prior to termination by TOWN, all expenses reasonably incurred by the CONSULTANT or CONTRACTOR shall be reimbursed by TOWN in proportion to its anticipated volume, as described in Section 3.1 of this Agreement. After COUNTY has provided notice to TOWN of commencement of or has commenced the PROJECT on the beach within TOWN's jurisdiction, TOWN shall not be entitled to terminate this Agreement. Notwithstanding the termination of this Agreement, COUNTY shall reimburse TOWN for any State or federal funding for the PROJECT received after the termination date, consistent with Section 3.1. COUNTY may terminate this Agreement at any time for cause for reasons including, but not limited to, TOWN's violation of Sections 1.5, 1.6, and 1.7. The obligations of Sections 1.5, 1.6, and 1.7 shall survive the expiration or earlier termination of this Agreement for as long as the PROJECT is federally authorized.

ARTICLE 7

MISCELLANEOUS

7.1 RESTORATION

If property damage is suffered within that portion of the beach within TOWN in the performance of any work in connection with the PROJECT, COUNTY shall ensure that CONTRACTOR, promptly and with due diligence, fully restores that portion of

the beach to the same condition that existed prior to the commencement of work under the PROJECT.

7.2 THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.3 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

FOR TOWN:

TOWN Manager

7.4 MATERIALITY AND WAIVER OF BREACH

7.4.1 COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.4.2 COUNTY's and TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

7.6 JOINT PREPARATION

The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the State courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.9 AMENDMENTS

The parties may amend this Agreement, including amendments to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and TOWN or

others delegated authority to or otherwise authorized to execute same on their behalf.

7.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.11 SUBSEQUENT AGREEMENTS

All of the benefits and terms granted TOWN under this Agreement with respect to Article 3, Billing and Payment, are similar benefits and terms granted by COUNTY to any previous municipality within Broward County, Florida, regarding shore restoration projects located within Broward County.

7.12 NO INTEREST

Any monies which are the subject of a dispute regarding this Agreement and which are not paid by TOWN when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by TOWN and COUNTY.

7.13 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

7.14 REPRESENTATION OF AUTHORITY

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

7.15 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.16 EFFECTIVE DATE

Pursuant to Subsection 163.01(11), Florida Statutes, this Interlocal Agreement shall be effective upon filing of the fully executed Interlocal Agreement with the Clerk of the County for BROWARD COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and TOWN, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
(Date)

By _____
Daphne E. Jones (Date)
Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

DEJ/gmb
BC-ShoreProject.LauderdalebytheSea.ILA
09/14/15
15-058

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF
LAUDERDALE BY THE SEA RELATING TO THE BROWARD COUNTY, SEGMENT II,
SHORE PROTECTION PROJECT.

Attest:

Town Clerk

By _____
Mayor-Commissioner

____ day of _____, 20__

By _____
Town Manager

____ day of _____, 20__

APPROVED AS TO FORM:

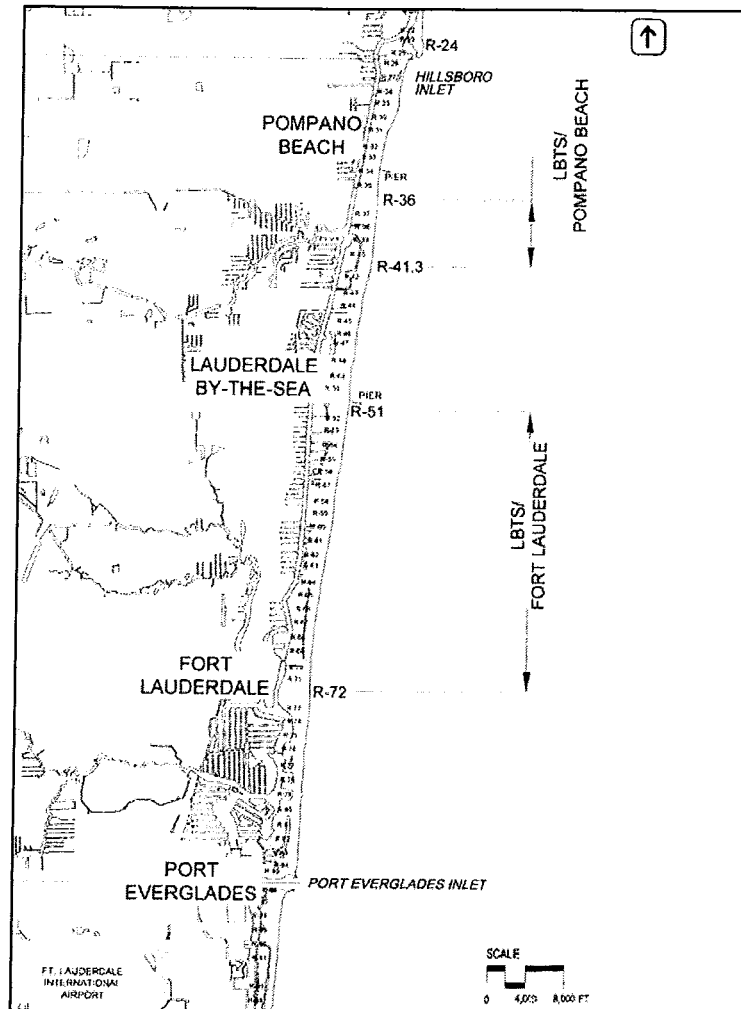
By _____
Town Attorney

EXHIBIT "A"
Broward County Segment II Shore Protection Project

Project Description: The project consists of the nourishment of approximately 4.94 miles of critically eroding shoreline within Segment II (Hillsboro Inlet to Port Everglades). About 750,000 cubic yards of compatible sand will be placed on the subject beaches, which will include portions of south Pompano Beach, north and south Lauderdale-By-The Sea, and north and central Fort Lauderdale. Sand for the project will be obtained from upland sand mines and delivered to the project area by truck. The attached drawings illustrate the current project design. The attached design is subject to change in accordance with state of federal permit conditions, which are presently in negotiation.

Segment II Project Location: Previously constructed areas, for which an Erosion Control Line is established and recorded, lie between R25 and R53. For the proposed project, beach fill will be placed between DEP monuments R36 and R41.3 (SE 4th Street in Pompano Beach, to Ocean Colony Condominium in Lauderdale-By-The-Sea), and between monuments R51 and R72 (-300 feet south of Anglin's Pier in Lauderdale-By-The Sea, to Terramar Street in Fort Lauderdale).

EXHIBIT A LOCATION MAP



BROWARD
COUNTY
FLORIDA

BROWARD COUNTY
SHORE PROTECTION PROJECT
SEGMENT II
LOCATION MAP

EXHIBIT A



Agenda Memorandum

Development Services

Department

Linda Connors

Director

COMMISSION MEETING DATE: December 8, 2015

- | | | | |
|--|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |
| <input type="checkbox"/> FY2015 – PART OF THE STRATEGIC PLAN: | | | |

SUBJECT TITLE: Resolution 2015-51 Adopting a Code Lien Release Policy for Unenforceable Liens

EXPLANATION: The Town gets several requests each year to release code liens on properties. Most often these liens were established because of a code infraction and we process a release once the property has come into compliance and the code lien has been paid.

There are other times when a request is made to release code liens that have not been paid. Generally, these liens are on foreclosed properties that have been sold by Court order and the request comes from a title company or attorney representing the new owner.

To ensure that a foreclosure resulted in a Town's code lien being unenforceable requires staff research and consultation with the Town Attorney's office. It is not unusual for the new owner of a property to request release of all liens on a property, even if the Town filed them after the date of the foreclosure Final Judgment but before the judicial sale of the property. As you are aware, any code lien that is filed after Final Judgment is considered valid and enforceable by the Town. The case of James Ober v. Town of Lauderdale-By-The-Sea, which is on appeal, is one example.

Without a Commission adopted procedure policy, all requests must be presented to the Town Commission even when the Town Attorney advises that the code liens are not legally enforceable. We suggest the Commission adopt a procedure policy such as that in the attached Resolution 2015-51 (**Exhibit 1**) so that foreclosure code liens may be released when court action has made them unenforceable or invalid as determined by the Town Attorney. This policy will streamline the process for those code liens that are deemed unenforceable pursuant to a foreclosure process, which is important because the sales transactions often have limited timeframes to close.

Resolution 2015-51 establishes a code lien release policy that:

1. Allows the Town Manager to release the code lien after the submittal of a completed application and a review and verification by the Town Attorney that subject code liens are not enforceable.

Agenda Memorandum

Page 2



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2. Allows the applicant to request that the code liens that are found to remain enforceable to come before the Commission as a lien mitigation application.
 3. Requires the property be in compliance with the code and all past violation(s) resolved prior to the Town's release of any liens.

Resolution 2015-52 is a companion item on tonight's agenda which, upon approval, will establish an application fee for a release of code lien request.

RECOMMENDATION: Staff recommends approval of Resolution 2015-51.

Exhibits: **1 – Resolution 2015-51**

Reviewed by Town Attorney:

<input checked="checked" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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RESOLUTION 2015-51

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, ESTABLISHING A PROCEDURE
FOR A RELEASE OF UNPAID CODE LIENS; PROVIDING
AUTHORIZATION TO THE TOWN MANAGER;
PROVIDING FOR CONFLICT, SEVERABILITY, AND AN
EFFECTIVE DATE.**

WHEREAS, pursuant to Town Charter Section 5.5(9), the Town Commission may
by motion, direction, ordinance or resolution assign additional duties to the Town Manager;
and

WHEREAS, Section 162.09(3), Florida Statutes, provides that "[a] lien arising from
a fine imposed pursuant to this section runs in favor of the local governing body, and the
local governing body may execute a satisfaction or release of lien entered pursuant to this
section;" and

WHEREAS, the Town Commission desires to establish a procedure by which persons
may request that the Town release code liens against their properties that are deemed legally
unenforceable or invalid; and

WHEREAS, the Town Commission has already delegated certain administrative
responsibilities to the Town Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:**

Section 1. Recitals. Each "WHEREAS" clause set forth is true and correct and
herein incorporated by this reference.

Section 2. Policy Amended. The Town Commission hereby adopts Exhibit "A",
attached hereto, as the Town Code Lien Release Policy.

Section 3. Authorization of Town Manager. Consistent with the Policy, the Town
Commission continues to delegate to the Town Manager the authority to release code liens as
provided therein, and continues to authorize the Town Manager to develop any procedures or
forms deemed necessary to implement the Town Code Lien Release Policy.

RESOLUTION 2015-51

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith,
be and the same are repealed to the extent of such conflict.

Section 5. Severability. If any section, sentence, clause or phrase of this
Resolution or Exhibit is held to be invalid by any court of competent jurisdiction, then said
holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately
upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

Mayor Scot Sasser

Attest:

APPROVED AS TO FORM:

Town Clerk

Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

Exhibit “A” to Resolution 2015-51

Town of Lauderdale-By-The-Sea

PROCEDURES FOR RELEASE OF CODE LIENS

1. **Application.** – A completed and executed Town Application for Release shall be filed with the Town Manager or designee. In order for the Town to process an Application for the release of code liens, all of the violations on the property must be in compliance, and the Application shall include all of the following, plus any additional information required by the Town Manager:
 - A. The name and contact information of the property owner. If represented by an attorney or representative, the contact information of that person; and the attorney or representative shall either file a Notice of Appearance, or must sign the application.
 - B. Address or brief legal description, or both, of the property on which the violation(s) occurred.
 - C. Information the applicant offers in support of its request including but not limited to the Town’s Final Order of Imposition of Fine; Certificate of Lien Order, Notice of Lis Pendens, Foreclosure Order, Final Summary Judgment of Foreclosure and new Certificate of Title. A copy of the requested information with the recording date, book and page shown, shall be attached. The Town Manager or Town Attorney may request additional information if necessary to review the application. If additional information is not provided as requested within 30 days after the date of the request, the application shall be deemed withdrawn and returned to the applicant.
 - D. The non-refundable application fee.
2. **Code Compliance.** - It is the policy of the Town Commission that prior to accepting an Application for Release of Code Liens, all of the violations on the subject property shall be in compliance.
3. **Town Foreclosure Proceedings.** - The Town will not grant a release to any Applicant whose property is the subject of any pending foreclosure proceedings filed by the Town Attorney’s Office without the express written approval of the Town Attorney’s Office.
4. **Hearing Authority and Determination.** – A properly submitted Application for Release of Code Liens will be considered by the Town Manager as follows:
 - A. The Town Manager is authorized to release liens only after receiving written determination from the Town Attorney that the identified code liens are deemed unenforceable or invalid.

Exhibit “A” to Resolution 2015-51

Town of Lauderdale-By-The-Sea

PROCEDURES FOR RELEASE OF CODE LIENS

- 91 B. The Town Manager shall enter a Release of Code Lien and record it in the
92 public record. If denied a written explanation will be provided to the
93 applicant.
- 94 C. If one or more of the code liens are valid, then the Applicant may request that
95 the remaining liens be processed for Mitigation through the Town’s lien
96 mitigation process.
97



Agenda Item Memorandum

Development Services

Department

Linda Connors

Director

COMMISSION MEETING: December 8, 2015 – 7:00 P.M.

☐ Presentation ☐ Reports ☐ Consent ☐ Ordinance
☒ **Resolution** ☐ Quasi-Judicial ☐ Old Business ☐ New Business

SUBJECT TITLE: Resolution 2015-52 Amending Fee Schedule.

EXPLANATION: The attached Resolution 2015-52 updates the current fee schedule in two ways. First, staff added additional deposits to ensure that the Town has funds required for cost recovery of consultant fees. Any unused portion of the deposit will be returned to the applicant. Any costs that exceed the deposit will be collected from the applicant prior to final action on the part of the Town.

We are also requesting that certain fees be increased or added. We have found over time that the current application fees do not cover the staff costs involved in processing the application or that some of our applications or work activity were not included in the Town's fee schedule. The substantive deposit and fee requests are listed in the Table below.

Type of Activity	Fee	Deposit
Conditional Use Sign		\$250
Site Plan Modification		
Level 1		\$250
Level 2		\$1,000
Landscape Permit Application	No fee	
Single Family/Duplex	\$30	
Multi-family, Hotel or Commercial	\$50	\$250
Release of Unpaid Lien Application	\$500 application fee plus \$100 for the second and each additional lien release request	<u>N/A</u>
Plan Copies	\$40 \$30	<u>N/A</u>

RECOMMENDATION: We recommend the Commission approve Resolution 2015-52 (**Exhibit 1**).

EXHIBITS: 1 –Resolution 2015-52

Reviewed by Town Attorney?

☐

Yes

☒

No

RESOLUTION 2015-52

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, UPDATING THE DEVELOPMENT
REVIEW FEE SCHEDULE; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 1 “General Provisions,” Section 1-13 “Fees,” of the Code of Ordinances provides that, except as otherwise provided by the Code or other applicable law, fees related to any process or approval established by the Code (including but not limited to service, application, permit, license and user fees) may be established, repealed and amended by resolution of the Town Commission; and

WHEREAS, On September 24, 2012, the Town Commission adopted Resolution No. 2012-35 establishing fees for the Rental of Jarvis Hall; and

WHEREAS, On September 23, 2014, the Town Commission adopted Resolution 2014-20 revising fees for the Rental of Jarvis Hall and adopting and combining fees for Parks and Special Events; and

WHEREAS, On April 9, 2013, the Town Commission adopted Resolution 2013-15 setting land development application, permit and license fees; and

WHEREAS, On August 20, 2013, the Town Commission adopted Resolution 2013-35 which amended the Development Review Permit and License Fee Schedule to include newly adopted application procedures as well as several existing applications which did not have a fee associated with them but require significant work by the Town; and

WHEREAS, On November 12, 2013, the Town Commission adopted Resolution 2013-46 amending the Development Review Permit and License Fee Schedule to set fees for permit extensions and new development procedures; and

Exhibit 1

31 **WHEREAS**, on September 29, 2014, the Town Commission adopted Resolution
32 2014-30 amending the Development Review Permit and License Fee Schedule to
33 consolidate fees and include missing fees; and

34 **WHEREAS**, on February 10, 2015 the Town Commission adopted Resolution
35 2015-05 which included fees related to Medical Marijuana Permits, Street Performers and
36 Vending pursuant to Ordinances 2014-15, 2015-01 and 2015-02 respectively; and

37 **WHEREAS**, Resolution 2015-05 also updated the Development Review Permit
38 and License Fee Schedule to establish additional fees for permits or reviews which
39 require Town staff and resources; and

40 **WHEREAS**, on June 9, 2015 the Town Commission adopted Resolution 2015-19
41 which established deposits for development review applications and fees for the removal
42 and storage of sidewalk café furniture; and

43 **WHEREAS**, the Town desires to add to its fee schedule, fees associated with
44 landscape permit applications and Applications to release unpaid liens; and

45 **WHEREAS**, the Town wishes to decrease the cost of plan copies; and

46 **WHEREAS**, the Town also wishes to include in the fee schedule, additional
47 deposits that are required for each permit application to cover the costs of the consultants
48 utilized in processing the application.

49 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN**
50 **COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA,**
51 **FLORIDA:**
52

Exhibit 1

53 **SECTION 1. Fees.** Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of
 54 Ordinances, the schedule of fees for Special Events, Public Uses, Licenses and
 55 Development Review are hereby adopted as follows¹:
 56

Special Event, Public Use, License, and Development Review Permit Fee Schedule		
	Type of Activity, Permit or License	Fee
Chapter 6 - Engineering Fees		
1.	Engineering Plans (Section 6-73)	
1a.	Projects up to \$100,000.00	\$300.00
1b.	Projects \$100,000.01 – \$300,000.00	\$500.00
1c.	Projects over \$300,000.01	\$800.00
2.	Public ROW/Utility Easements (Section 6-74)	4% of estimated construction price with minimum fee of \$400
3.	ROW Re-Inspection Fee	\$100
Chapter 6 - Portable Storage Unit Provisions		
4.	Permit application: Single family/duplex zoning	\$25.00
5.	Permit application: Multi-family, commercial or PUD	\$50.00
Chapter 6 - Extension of Construction Time Limits		
6.	Extension Application	\$500.00
Chapter 12 - Medical Marijuana Permit		

¹ Text shown in underline reflects new or revised fees. Text shown in strikethrough reflects deleted fee amounts.

Exhibit 1

7.	Permit Application	
7a.	Permit Application per Applicant/Owner	\$900.00
7b.	Permit Application per employee	\$250.00
8.	Annual Medical Marijuana Permit	\$500.00
Chapter 14.3 - Parks		
9.	Parks use permit	
9a.	Parks use permit (single day)	\$100.00 (single day)
9b.	Parks use permit (multi-day)	Approved by Town Manager
10.	Plazas and Pavilion	See Resolution 2014-18
Chapter 14.5 - Vending/Soliciting		
11.	Vendor's application fee	\$75.00
12.	Annual Vendor's License fee	\$75.00
Chapter 14.5 - Street Performing		
13.	Street performing annual permit fee	\$50.00
Chapter 17 - Vacating or abandoning streets, alleys or other dedicated property		
14.	Application fee per abandonment	\$500.00
Chapter 17 - News racks		
15.	Certificate of Compliance	\$50.00
Chapter 17 - Sidewalk Café <u>and Outdoor Dining</u>		
16.	Outdoor dining: Application fee (non-refundable) on private property	\$150.00
17.	Outdoor dining: Application to amend approved outdoor dining area	\$100.00

Exhibit 1

18.	Sidewalk Café application fee (non-refundable) on public property	\$175.00	
19.	Annual <u>Sidewalk Cafe</u> Permit Fee		
19a.	Seating capacity from 1 to 15	\$105.00	
19b.	Seating capacity from 16 to 50	\$150.00	
19c.	Seating capacity from 51 or more	\$225.00	
20.	Right-of-Way (ROW) License Fee (Begins on the 13 th month after the ROW permit is approved. Not available to an affiliated business at the same location.)	\$18 per square foot per year or \$10 per square foot per year for restaurants in the four West Commercial Plazas.	
21.	Sidewalk Café: Application to amend approved sidewalk cafe	\$100.00	
	Removal of Sidewalk Café furniture	\$100 per table/chair set (Maximum of \$500) + \$50 per day storage	
	Delivery fee for sidewalk café furniture	\$250	
Chapter 17 - Jarvis Hall			
	User	Deposit	Rental Fee
22.	Resident	\$100	\$-0-
23.	Civic Association, non-profit located in Town or charity event that benefits Town residents	\$100	\$-0-
24.	Business (located in Town)	\$100	\$-0-
25.	Governmental entity or agency	\$-0-	\$-0-
26.	Non-Profit (located out of Town)	\$-0-	\$100 per event
27.	Non-resident	\$300	\$200 for up to 3 hours, then \$50 per hour
28.	Business (located out of Town)	\$300	\$300 for up to 3 hours, then \$50 per hour
29.	Special services, including but not limited to, opening and closing services beyond what is normally provided and special set-ups	N/A	Town cost as determined by the Town Manager

Exhibit 1

30.	Events (local or non-local user) that charges admission or registration or sell commercial products or services	TBD	To be determined by the Town Manager based on purpose, number of attendees, and impact on the facility
Chapter 17 - Special Events			
	Event Type	Fee	
31.	Special Event application shall be filed with the Town at least 60 days in advance of the proposed event date.	As specified in this Resolution	
32.	Special Event application filed after the application deadline, but no later than 30 days prior to the event	a. Double the application fee, plus b. cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed a cap of \$1,500	
33.	Special Event application filed later than 30 days prior to the event	Shall not be accepted	
34.	Single day events on private property that do not involve road closures or use of El Mar Drive for parking	\$100.00	
35.	Events, based on private or public property, that use public property that do not involve road closures or use El Mar Drive for parking		
35a.	Less than 75 people	\$100 per event day	
35b.	75 -200 people	\$150 per event day	
35c.	More than 200 people	\$200 per event day	
36.	Events, based on private or public property, that use public property and involve road closures or use El Mar Drive for parking	\$300 per event day	
37.	Recurring events, based on private or public property, that involve the use of public property, including road closures or use EL Mar Drive for parking		
37a.	For six months or less	\$500	
37b.	For more than six months (not to exceed 12 months)	\$800	
Chapter 30 - Development Review			

Exhibit 1

	Type of Activity, Permit or License	Fee/ Cost Recovery Deposit
38.	Administrative Adjustment	
38a.	Level 1	\$150 / <u>plus</u> deposit \$250
38b.	Level 2	\$350 / <u>plus</u> deposit \$400
39.	Architectural Review (30-951)	Consultant review fee— \$0/ <u>plus</u> deposit \$250
40.	Appeals of Administrative Decisions	deposit \$400
40a.	Appeal of a Level 1 Development Review Decision	\$200/ <u>plus</u> deposit \$400
40b.	Appeals of Administrative Decision (single family)	\$350/ <u>plus</u> deposit \$400
40c.	Appeals of all other Administrative Decisions	\$900/ <u>plus</u> deposit \$400
40d.	Appeal from Revocation or Suspension of Vacation Rental Certificate or of Vacation Resident Agent Status	\$500/ <u>plus</u> deposit \$400
41.	Conditional Use	\$500 / <u>plus</u> deposit \$400
41a.	Conditional Use – Sign	\$100/ <u>plus</u> deposit \$250
41b.	Conditional Use Level 1 Amendment	\$55
41c.	Conditional Use Level 2 Amendment	\$150
41d.	Conditional Use Transfer Fee	\$100
42.	Flex Allocation/Reserve	\$150
43.	Landscape Permit	No Charge
43.a.	<u>Single Family/Duplex</u>	<u>\$30</u>
43.b.	<u>Multi-family, Hotel or Commercial</u>	<u>\$50/plus deposit \$250</u>
44.	Land Use Plan Amendment	\$900
45.	Parking Reduction	\$250
45 a.	Level 1	\$250 / <u>plus</u> deposit \$250
45b.	Level 2	\$400 / <u>plus</u> deposit \$2,000
46.	Parking Other Than On-site Review	\$250
47.	Planned Unit Development	\$1,800
48.	Plat	\$900
49.	Request for Extension of Development Permit	\$150

Exhibit 1

50.	Rezoning	\$900
51.	Sign (Zoning Review)	
51a.	Permanent (window, wall, etc...)	\$50
51b.	Temporary Sign (banners)	\$30
51c.	Permit application – work w/o permit	Double fee
51d.	Removal of illegal signs from ROW	\$10 per sign (Town will hold sign for no more than 7 days, after which such signs shall be discarded)
52.	Site Plan	
52a.	New submittal	\$900 / <u>plus</u> deposit \$2,600
52b.	Level 1 Modification	\$150/ <u>plus</u> deposit \$250
52c.	Level 2 Modification	½ cost of site plan application/ <u>plus</u> deposit \$1,000
53.	Vacation Rental Certificate (New and Renewal)	
53a.	Application	\$250
53b.	Inspections	
53b1.	Inspection (required), Re-Inspections and No Show Inspections	\$75
53b2.	Inspection, Re-Inspections and No Show Inspections due to Code Violation	\$75
54.	Variances	deposit \$400
54a.	Variance Application, single family	\$350/ <u>plus</u> deposit \$400
54b.	Variance Application, all other	\$900/ <u>plus</u> deposit \$400
55.	Vested Rights Determination	\$150 / <u>plus</u> deposit \$400
56.	Zoning Letter	\$55
57.	Zoning Relief Request	\$500
Telecommunication Towers and Antennas		
58.	Application	No Charge
CODE MITIGATION (Resolution 2014-22)		
59.	Application for Code Lien and Fine Mitigation	\$500

Exhibit 1

<u>Lien Release (Resolution 2015-51)</u>		
60.	<u>Application for Release of Unpaid Liens</u>	<u>\$500 for the initial application and \$100 for each additional lien release request</u>
MISCELLANEOUS		
61.	Lien Letters	
61a.	Lien Letter (issued w/in 10 business days)	\$50
61b.	Expedited Lien Letter (issued within 3 business days)	\$150
62.	Plan Copies	\$40 30 due at time of request deposit, plus any additional copy charges incurred are due at pickup
63.	Code Appeal	\$500 plus administrative fee as established by the Special Magistrate

58

59 **SECTION 2. Conflict.** Resolution 2015-52 specifically, and all resolutions or
60 parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent
61 of such conflict.

62 **SECTION 3. Severability.** The provisions of this Resolution are declared to be
63 severable and if any section, sentence, clause or phrase of this Resolution shall for any
64 reason be held to be invalid or unconstitutional, such decision shall not affect the validity
65 of the remaining sections, sentences, clauses, and phrases of this Resolution, but they
66 shall remain in effect, it being the legislative intent that this Resolution shall stand
67 notwithstanding the invalidity of any part.

68 **SECTION 4. Effective Date.** This Resolution shall become effective upon
69 passage and adoption.

70 **PASSED AND ADOPTED** this 8th day of December, 2015.

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Item No. 16.c.
Exhibit 1

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ATTEST:

Tedra Smith, Town Clerk

Approved as to form:

MAYOR SCOT SASSER

Susan L. Trevarthen, Town Attorney



Agenda Item Memorandum

Administration

Department

Connie Hoffmann

Town Manager

COMMISSION MEETING: December 8, 2015 – 7:00 P.M.

<input type="checkbox"/> Presentation	<input type="checkbox"/> Reports	<input type="checkbox"/> Consent	<input type="checkbox"/> Ordinance
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Quasi-Judicial	<input type="checkbox"/> Old Business	<input type="checkbox"/> New Business

SUBJECT TITLE: Resolution 2015-53 Appointing an Alternate Member to the Planning and Zoning Board.

EXPLANATION: The Planning and Zoning Board has a vacancy for an alternate board member because John Lanata was confirmed as a regular board member at the November 10th Commission meeting. The vacant appointment was originally appointed by Commissioner Brown and he wishes to appoint John Graziano to the vacancy

RECOMMENDATION: Approve Resolution 2015-53 (**Exhibit 2**) which appoints John Graziano as a 1st alternate member

EXHIBITS: 1 – John Graziano PZB Applications
2 – Resolution 2015-53

Reviewed by Town Attorney?

☐ Yes ☒ No

RECEIVED FEB 11 2015

TOWN OF LAUDERDALE-BY-THE-SEA
APPLICATION FOR BOARD AND COMMITTEE

Name of Board: Zoning & Planning Board
 Applicant Name: John A. GRAZIANO
 Street Address: 3230 Spanish River Drive
 City State Zip: Lauderdale by the Sea
 Code: 33062
 Home Phone: 954 943-4659 Cell Phone: 518 466 2345

Email Address: JGRAZIANO57@earthlink.net

Occupation: Refined but consult on Management Issues for selective clients

Business Address:

Work Phone:

Fax Number:

Are you a Town resident? Yes ☒ No ☐ How long? 1 ~~2~~ Years 9 Months

Are you a registered voter within the Town? Yes ☒ No ☐

Are you presently serving or have you ever served on any other board/committee? Yes ☐ No ☒

If so, which one(s)?

Please list your background experience, education, experiences, interests/hobbies which qualify you to serve on this board/committee:

Experience: Former Albany County (NY) Commissioner of Elections 2008-2010 Member of Zoning member Board of Appeals 1992-2000 Town of Colonie (80,000 residents) New York, Chair of BOB Downtown Business Improvement District (2002-2010) City of Albany, NY.

Education: BA, Villanova U., MA College of St Rose

Interests/Hobbies:

Good government, volunteering, Family Activities

Applicant Signature

[Signature]

Please attach additional page, if needed

RESOLUTION 2015-53

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, PROVIDING FOR THE
APPOINTMENT OF PLANNING AND ZONING BOARD
MEMBERS; PROVIDING FOR CONFLICT; PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 30-23, Board and agency procedures, expenses and staffing, of the Town of Lauderdale-By-The-Sea Code of Ordinances, the Town Commission shall appoint five members and two alternates to the Planning and Zoning Board (“Board members”), to serve without compensation and at the pleasure of the Town Commission; and

WHEREAS, the Board members shall not be Town employees or elected officials, and must be Town residents and qualified voters of the Town; and

WHEREAS, the Town Commission shall appoint Board members in even numbered years to coincide with the election of the members of the Town Commission; and

WHEREAS, pursuant to Section 30-23, the Board members (including the order of priority of the alternates) shall be appointed to two-year terms at the second Town Commission meeting following each election; and

WHEREAS, the Town of Lauderdale-By-The-Sea Municipal Election was held on March 11, 2014; and

WHEREAS, at the second Town Commission meeting following the election, March 25, 2014, the Town Commission appointed five members, a first alternate and a second alternate to the Planning and Zoning Board; and

WHEREAS, John Lanata was previously an alternate and was confirmed as a regular member of the Board on November 10, 2015; and

WHEREAS, John Lanata’s confirmation as a regular member resulted in a vacancy for the 1st alternate position; and

WHEREAS, the Town Commission desires to appoint John Graziano to the position of 1st alternate to the Planning and Zoning Board to fill the vacancy caused by Mr. Lanata's appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:

SECTION 1. Recitals. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Appointments. The Town Commission hereby officially designates the following person as a member of the Planning and Zoning Board:

John Graziano 1st Alternate

SECTION 3. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 8th day of December, 2015.

MAYOR SCOT SASSER

ATTEST:

Town Clerk Tedra Smith

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney